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MARRIAGE.

At the Cathedral, Hongkong, on the 31st May, 1898, by the Rev. R. F. Cobbold, M.A., RICHARD YOUNG, 4th son of the late William ANDERSON, of Liverpool, England, to Rosa, youngest daughter of Edwin J. LUSKER, of Shanghai.

ARRIVALS OF MAILS.

The Canadian mail of the 10th May arrived, per C. P. steamer *Empress of China*, on the 31st May (21 days); the German mail of the 2nd May arrived, per N. D. L. steamer *Sachsen*, on the 31st May (29 days); and the American mail of the 30th April arrived, per P. M. steamer *City of Rio de Janeiro*, on the 31st May (31 days).

EPITOME OF THE WEEK.

Prince Kung died at Peking on the 29th May.

The Pacific Mail Company's steamer *China* has been chartered by the United States Government.

Twenty-one cases of gunpowder for the U.S.S. *Petrel*, brought to Yokohama by the P. M. S. S. Co.'s steamer *Aztec*, were taken by the Japanese as contraband of war.

The *Mercury* hears that Captain O'Sullivan is leaving Shanghai shortly on a special mission for the British Government up the Yangtze to Hunan.

It is reported that the memorial embodying the bitter cry of the Customs staff was handed into the Tsungli Yamen on the 18th May by the Inspector-General.—*N. C. Daily News*.

Mr. James Swettenham, the Acting Governor of the Straits, has been made a Knight Commander of the Order of St. Michael and St. George. This is one of the birthday honours.

We are glad to hear that the plague at Macao is decreasing, but in the outlying villages it is reported to be still bad.

Mr. Byron Brenan arrived at Shanghai on the 25th May from Canton to relieve Mr. E. W. Mansfield, H. B. M. Acting Consul-General. Mr. Mansfield succeeds Mr. Brenan at Canton.

A Kobe telegram of the 27th May to the *N. C. Daily News* states that a Chinese passenger has been found suffering from plague on the U.S.M.S. *Peru*, and she is to be quarantined at Kobe for seven days.

A dispatch received by the Shanghai mandarin from Shasi states that of the rioters in the recent disturbances at that port nine were captured the day after the riots, and twelve more had been subsequently arrested.

What purports to be the correct statement of the killed and wounded on the Spanish side at the Battle of Cavite says that in the ships the killed numbered 78 and the wounded 235, there being 23 killed and 45 wounded in the arsenal, a total of 381.

The *N. C. Daily News* of the 26th May says:—We have the best authority for stating that there is no truth whatever in the reports of successful opposition to the railway concessions acquired by Messrs. Jardine, Matheson & Co. Within the last twenty-four hours the most satisfactory telegrams have been received from Peking.

At the end of last month, a fearful storm swept over the Lesser Sunda islands. At Bima, in Sumbawa, several villages were wholly destroyed. The bay there was strewn with floating corpses. In Portuguese Timor, many houses were destroyed and great damage was done to the coffee plantations. Over sixty persons perished there.—*Straits Times*.

We learn that Mr. Consul E. Bourne has been selected for the vacant post of Assistant Judge at Shanghai, Mr. Bourne being one of the few barristers in the Consular Service in China. He is expected to arrive very shortly, when we imagine that in addition to his judicial duties he will assume charge of the Land Office, where the work is daily becoming more onerous.—*China Gazette*.

A dispatch to the *Daily Chinese Progress* (Shanghai) from Hangchow reports that Governor Liao of Chékiang has arranged, through the assistance of the Japanese Consul of that city, to send a number of students to Japan to study Western sciences and military tactics in the Japanese Government Institutions. Four of each class have already been selected for that purpose under the charge of a special deputy, and the party is expected to be ready to start for Japan by the middle of June next.

The *Singapore Free Press* of the 23rd May says:—The two plague cases which were landed at St. John's Island from the steamer *Keong Wai*, from Swatow, on Saturday, have proved fatal, one man dying the same night and the other on Sunday. The other passengers were landed at St. John's to-day, and after disinfection this afternoon the vessel is to be allowed to proceed to the wharf to-morrow morning. The other two suspected cases ex the steamer *Catherine Apcar*, which arrived from Hongkong, on the 15th inst., are now reported to be progressing favourably.

A bicycle corps has been formed in connection with the Manila Volunteers. The utility of the cycle in war may therefore be put to its first practical test in connection with the approaching attack on Manila. The United States squadron could also muster a considerable number of bicyclists, and possibly the troops now on their way from San Francisco may include a trained cycle corps.

At Amoy on the Queen's Birthday Mr. C. T. Gardner, C.M.G., entertained at tiffin the Consuls of all nationalities and the high local officials. In the evening the British community gave a reception at the Club which passed off very pleasantly. Messrs. Twining and Morse, aided by local talent, rendered some excellent music, while the general arrangements left nothing to be desired. They were under the auspices of Messrs. D. R. Law and H. F. Bell, whose exertions were indefatigable. The task the gentlemen undertook was not a light one but they did it well.—*Amoy Gazette*.

According to a Peking dispatch a Censor recently memorialised the Throne denouncing the strictures made on the Government and officials in the vernacular papers all over the Empire and asking that their privileges should be curtailed. The Emperor, however, wrote at the back of the memorial to the effect that "those who could, under the present unsettled state of the Empire, write and show the inefficiency of Government officials, and were bold enough to advise as to the course to be pursued, were patriots and men to be admired instead of being denounced." The memorial has, in consequence, been laid on the table.—*N. C. Daily News*.

An official notification was issued at Manila on the 4th May which, after reciting that in view of the state of war existing it was desirable to take steps to prevent a financial crisis arising from the scarcity of money and to prevent the enemy receiving indirect aid, prohibits from the date named until further orders the exportation of money of any kind whatsoever. A second article makes an exception in favour of persons leaving the islands, who are allowed to take with them such sum not exceeding \$500 as the Customs authorities may judge reasonable for their personal expenses. Persons contravening the provisions of the order are to be tried by military law as dealers in contraband of war. The order applies, not to Manila only, but to the whole of the Philippines.

News was received at Shanghai by wire on the 26th May of the death at Nagasaki at 4 a.m. that day of Mr. W. B. Russell, lately Commissioner of Customs at Swatow, in his fiftieth year. Mr. Russell was the eldest son of Sir William Howard Russell, LL.D., the Nestor of War Correspondents, and was born in Dublin on the 14th of March, 1849. He joined the Customs service as 4th Assistant at Ningpo in October, 1869, and gradually rose to the rank of Commissioner, which he reached in October, 1889. His wife, who was a sister of the well-known authoress Helen Mathers, died at Shanghai about the end of 1894. Mr. Russell had been in the course of his service at nearly every port in China, and was always well liked by all who made his acquaintance. He had been ailing for some time, and had gone to Japan in the hope of recovering his strength. He leaves one little daughter, Daphne, who is at present in England.—*N. C. Daily News*.

THE BLUE BOOK ON AFFAIRS IN CHINA.

The last mail brought out the Blue Book containing the "Correspondence respecting the affairs of China." It refers to the Kiaochau, Port Arthur, Talienwan, and Weihaiwei concessions but contains no reference to the Kowloon concession. Asked in the House of Commons why the Blue Book did not contain any reference to the demands made by France upon China, Mr. BALFOUR replied that the reason was that the negotiations in connection with those demands had not reached their conclusion. Doubtless the same reply would account for the omission of any reference to the Kowloon extension, as that question appears to have been treated in connection with the French demands; but since then the French flag has been hoisted at Kwongchauwan, and it is understood that the Kowloon territory is to come under British jurisdiction almost immediately.

In the correspondence that has been published there is a good deal of not very pleasant reading, but to say that the Russian Foreign Office simply "walked round" Lord SALISBURY is absurd. Great Britain having lost nothing and gained a great deal there appears no good reason for disappointment with the final outcome. Such failure as has attended our diplomacy is to be found in the fact that we did not prevent Russia obtaining certain concessions, but for those concessions we obtained an ample equivalent. As to the effect of the Russian concessions Count MOURAVIEFF in a note to Sir NICHOLAS O'CONOR dated 1st April last (the closing document of the series) says:—"The substitution of the Russian usufruct for possession by China of Ports Arthur and Talienwan has not affected in any way the interests of the other Powers in those regions; quite on the contrary, . . . a port hitherto closed is open to the trade of the whole world, and placed under exceptionally favourable conditions, as it is destined to be connected with the great line of the Siberian railway." That does not seem a result that it would have been worth Great Britain's while to go to war to prevent. It would, of course, be a mistake to place too much reliance on Russian promises or declarations of intention, for the correspondence before us shows clearly the tortuous nature of Russian diplomacy and the lightness with which Russian statesmen go back on their word; but as regards Talienwan, not only is it to Russia's own interest to attract trade to the future terminus of her Great Asiatic railway system, but Count MOURAVIEFF's note from which the above quotation is taken is in the nature of a binding document, since it is officially published with the sanction of Russia and may therefore be appealed to and relied upon as authoritative should occasion arise.

THE NECESSITY OF OPENING HUNAN.

The expected opening of Yochow at the entrance of the Tung-tung Lake may have had some influence in causing the recent outbreak at Shasi. The Hunanese are again in arms against the detested foreigner, and they appear to think that they can deter him from entering Hunan by displays of violence. This little error should be corrected at once, and in a manner that will appeal to their imagination. The British Government should at once demand the opening of Changsha, the capital of the province, as a treaty port, together with

that of Siangtan, a prosperous commercial city in Hunan on the banks of the Siang river. The riot at Shasi was, there seems good reason to believe, organised by a Hunan mob, led by some anti-foreign official or literati. The Hankow correspondent of our Shanghai morning contemporary calls attention to some curious coincidences in connection with the anti-foreign demonstrations at Sungpu against the Swedish missionaries and the riots at Shasi. He says:—"By a remarkable coincidence, on the very day that the foreign community were flying for their lives from Shasi, two missionaries were escaping from Sungpu, and still more remarkable is it that though the two towns are distant from each other some 400 miles, Mr. TJELLSTROM had a narrow escape in the one town while his wife had to fly from the other. Another coincidence is that CHANG, who is at present district magistrate at Shasi, was acting in the same capacity at Macheng when the missionaries were murdered there in 1893." The former coincidences are remarkable, but may possess no special significance; the latter certainly has a sinister look. Mr. CHANG did not come out of the Sungpu massacre with such credit as to merit promotion, but he secured it in the form of the appointment to the same post at Shasi. No doubt he was regarded as a man who had learned how to deal with the missions, and was secretly marked down for promotion. Now we find him, as at Sungpu, signally failing to preserve order at Shasi. Murder was avoided in this instance, it is true, but the foreigners were shown that things could be made unpleasant and unsafe for them if they insisted on further opening up of the central provinces. There is too much reason to fear that the disciples of the notorious CHOU HAN have again been at work, and have inflamed the minds of the people against the foreigners. It is quite time that these attempts to excite the populace in Hunan and other provinces of Central China should be finally put a stop to. If the province of Hunan had been opened up to foreign trade and intercourse as was then proposed, after the long series of anti-foreign riots and massacres in 1890-91, there would have been no further trouble in connection with the missions. The Hunanese are an exceedingly prejudiced race, but this is simply due to the atrocious slanders concerning foreigners and foreign missionaries which have for so many years been industriously manufactured and circulated among them by the literati. Probably, in no province of the Empire would greater progress be made or a better understanding of western civilisation be promoted than in Hunan if the people could only be brought into contact with it. The difficulty at present is to get into touch with them. The mandarins take good care to keep the foreign element in the background; it is no part of their system to either dissipate misunderstandings or to promote friendly feeling towards foreigners, nothing will do that so effectually as to open up the country to foreign enterprise. Now is the time to undertake this necessary work. With the ports on the Siang opened up to foreign trade, and a railway running from Kowloon via Canton to Changsha, and thence to Wuchang on the Yangtze, there would be a good prospect of the centre of the Chinese Empire being placed in complete contact with all the resources and teachings of Western civilization. It is for the interests of the Imperial Government at Peking, quite as much as those of the

Treaty Powers, that Hunan should be opened up. Not only will a troublesome and bellicose province be brought more effectively under control, but the development of its resources will be greatly stimulated, and foreigners will acquire large commercial interests there which will help to preserve it to the Dynasty. On the other hand, if it be allowed to go on growing more and more arrogant and bellicose its excitable and ill informed population may give such serious cause of offence and injury to some great military Power as may prompt it to demand some concession virtually depriving the province of independence. The era of bounce and bluster by the mandarins is over, and they will in future have to fall back on something better if less showy.

A PUBLIC WORKS PROGRAMME.

An interesting programme of public works to be considered in the future is sketched out in the Hon. R. D. ORMSBY's annual report. The place of precedence is given to buildings, concerning which Mr. ORMSBY says:—"The new Law Courts, the new Post Office and Treasury, a residence for the Governor at the Peak, improved and increased accommodation for the Police both at the East and West ends of the city, and a new Harbour Master's Office will absorb all available funds for building purposes for many years to come. It is therefore unnecessary to mention other minor wants. The above are undoubtedly the most pressing." Of these items it seems to us that only three can correctly be termed pressing, namely, the new Law Courts, improved and increased accommodation for the police, and a new Harbour Office. With regard to the Post Office, increased accommodation is required, but that can be provided by placing the present Supreme Court building at the disposal of the department when the new Law Courts are ready for occupation, and there is therefore no necessity whatever for the erection of a new building for the Post Office and Treasury. With respect to a residence for the Governor at the Peak, we understand satisfactory arrangements for the next few years have been made by way of lease, and those arrangements might very well be prolonged until more pressing works have been provided for.

We are glad to see that Mr. ORMSBY is an advocate of the opening up of the colony by the construction of roads and tramways. The road from Plantation Road Station to Magazine Gap, now nearing completion, will, as the report states, much improve the latter locality, as affording easier means of reaching Victoria by ricksha and tram, and may possibly lead to further building of European residences beyond Wanchai Gap, to which this road will give access. Mr. ORMSBY suggests also that a road from Wanchai Gap round the south side of Mounts Nicholson and Cameron to Wong-neichong Gap would be a very desirable addition to the roads in the Peak District, and would open up a beautiful part of the country, making access to Tytam and the eastern parts of the island from the higher levels easy. The construction of this road was suggested by H.E. General BLACK as a memorial of the Diamond Jubilee, and although the suggestion was not adopted in that connection we are glad to learn that there is now some prospect of the road being constructed simply on its merits as a work of public utility. When the project is carried out a demand will no doubt arise for another hill tramway with its upper

terminus at Wanchai Gap or Wongneichong Gap to give ready access to the eastern section of the residential area on the heights. If the Government undertook the construction of such a tramway the cost would be speedily recouped by the sale of building sites; or, if the Government were unwilling to undertake the responsibility, it might grant a charter to a public company coupled with the grant of a certain amount of land, an arrangement that is often adopted as an encouragement to the construction of railways in new countries. Without a tramway the occupation of the eastern heights for residential purposes would proceed but slowly, owing to the time required for the journey and the expense and trouble of keeping chair coolies for work over long distances. With a tramway, however, the district would develop rapidly.

Mr. ORMSBY suggests, also, that the possibility of constructing a road from Victoria Gap, level, or at an easy gradient, to the saddle between Victoria Peak and High West, and then down by the north face of the mountain to a point on the Peak Road, should be ascertained. Such a road, he says, would give access to splendid building sites. The project certainly merits careful examination, but it does not strike us that the district that would be opened up by such a road would come into very great favour as a residential area, especially if the eastern portion of the hill district were made available by the construction of the Wanchai and Wongneichong Gap Road and a tramway. Round the western side of Victoria Peak the houses would be exposed to the full glare of the evening sun, and there would, moreover, always be the uncertainty as to how much of the ground might be required for military purposes, now that troops are barracked at the Peak.

Concerning the Jubilee Road, Mr. ORMSBY says that "if followed, as no doubt it will be in time, by a road side tramway, the overcrowding of Victoria will probably be relieved by many of the better class of Chinese and Eurasians moving out to the suburbs." From this we infer that the Director of Public Works is favourable to the construction of tramways, and we would venture to suggest to the hon. gentleman that he might with advantage take into consideration the question of the early laying of a tramway running the whole length of the city, a much needed work. Many years ago a Bill was passed authorising the laying of a tramway by a public company, and we believe there is some doubt whether the concession then granted is not still in force, but the project has never been carried out, and Mr. PRICE, some years after the Bill was passed, recommended that the Government should undertake the work. Nothing could be better calculated to relieve the congestion of the population in the centre of the town. With convenient means of communication the population would spread out to the eastern and western suburbs, and, when the Jubilee Road is completed and the tramway extended along it, the southern side of the island will no doubt also come into favour with the natives as a residential area, as predicted by Mr. ORMSBY.

Extensive reclamation works in various parts of the colony are also recommended by the Director of Public Works, including the foreshore beyond Arsenal Street to East Point, the reclamation of which, he says, is bound to follow on the completion of the present work to the west, say, in three years' time. "Owing to the shallowness of the water,

"the cost would be much less than the cost of the reclamation to the west, and the work is certain to prove remunerative, but it is a large question, and how it should be undertaken and financed requires much consideration." A tramway would, of course, add materially to the value of the land to be reclaimed at this point and consequently conduce to the early undertaking of the work.

We congratulate Mr. ORMSBY on his able report, and the colony is also to be congratulated on possessing a Director of Public Works with such a keen appreciation of the present and future requirements of the colony. When the Kowloon extension takes place the Public Works Department is likely for some time to have its hands inconveniently full, but the new possession must not be allowed to divert attention from the works required for the development of the city of Victoria and the various villages included in our present boundaries.

THE VALUE OF PROPERTY IN QUEEN'S ROAD.

When the Praya Reclamation scheme was under consideration attention was naturally directed to the effect the execution of the scheme might have upon the then existing land values. The point was touched upon at the meeting of lot-holders held on the 9th October, 1887, by the Hon. C. P. CHATER, who referred to the steady increase in the population and the overcrowding which existed, and argued that as the existing population moved forward towards the new water frontage its place behind would be filled by the annual influx, so that there would be no fall in values. "In case you may have any doubts on this point," said the hon. gentleman, "I would remind you that the Bonham Strand lots have been in no way depreciated in value by the two successive sea reclamations which left them inland, and what properties are there in Hongkong to-day more valuable than those in Bonham Strand? If you pause to consider for a moment the marked effect which this inundation of people that I have pointed out to you will have upon land values from year to year, and that the inhabitants of the city have been and are increasing at such a rate as will double our population in about fifteen years, the same conclusion at which I have arrived in respect of inland lots cannot but force itself also upon you. Indeed I am not only satisfied that inland properties will not only maintain their values in spite of this reclamation, but I am equally satisfied that they will share like marine lots in that same steady improvement of value year by year that is inseparable from the continued progress of the colony." While these predictions will, we have no doubt, be fulfilled in the long run, it must be confessed that at present the property market is stagnant and that the last few years have shown a decline rather than an appreciation in values. The colony has unfortunately had three visitations of plague during the last five years, which have materially retarded its progress and diminished the ratio of increase in the population, while concurrently a large additional area of land has become available for building purposes, and, added to this, the recent sanitary legislation has thrown upon landowners responsibilities and expenses to such an extent as to make investment in house property unpopular. Even the best descriptions of property, whose sanitary condition leaves nothing to

be desired, suffer in saleable value in sympathy with the general stagnation of the market. Perhaps the particular district of the city in which the present decline in values is most marked is the section of Queen's Road extending from Pottinger Street to Ice House Street, of which an instance was afforded the other day in the sale of a portion of the premises of Messrs. A. S. WATSON & Co., Limited, reference to which was made at the recent annual meeting of the shareholders. The property in question was purchased in 1889 for \$159,000, on a valuation made by Messrs. BIRD and PALMER, and it was sold the other day for \$115,000. At the meeting some remarks were made reflecting on the late Mr. J. D. HUMPHREYS in connection with the purchase of this property which were not justified by the facts of the case. At the meeting of the Company held in 1889 Mr. HUMPHREYS mentioned his intention of transferring to the Company the premises in question, which he said were then in his hands. He represented himself clearly as the vendor, and the only guarantee he gave as to the amount he proposed to charge was embodied in the sentence "Of course I will see the Company takes them over at a fair price." The ordinary way of arriving at a fair price in such cases is to obtain an independent valuation, and the firm employed to make the valuation was one whose certificates would ordinarily command unquestioning acceptance. The sale of the same property the other day for \$115,000 shows a heavy depreciation, and we may take it that most of the neighbouring property if sold now would realise prices below what it would have realised in 1889. The district in question is not only affected by the general causes already alluded to, but it is at present affected by causes peculiar to itself. It is, in fact, in a transition state; the European firms are deserting it and the pressure of the Chinese upon it is not yet sufficiently strong to prevent a decline in values. This pressure, however, is constantly increasing and in a few years' time will lead to a general enhancement of the low values now ruling, bringing them up to or beyond the point at which they stood in 1889. Holders of property in the neighbourhood, however, and would-be investors, would do well to take note of the change coming over the character of the district. Chinese shops are already to be found as far East as Duddell Street and before many more years have passed the European firms now occupying premises in Queen's Road will all have found accommodation elsewhere.

THE SPANISH SQUADRON IN THE BATTLE OF CAVITE.

It is perhaps not surprising that the accounts of the battle of Cavite published in the Hongkong papers should have failed to give satisfaction to the Spaniards at Manila, for defeated parties, whether in actual warfare or even in friendly games of skill, generally find that the reports have failed to do justice to themselves and have unduly praised the victors. The *Comercio*, in giving a translation of the first report of the battle which appeared in the columns of the *Daily Press*, a report obtained in an interview with an American naval officer, gives it the heading "How the Hongkong papers write history" and comments on the alleged want of fairness of the report. The gravamen of the charge brought against us by our contemporary is that we overstated the strength of the Spanish fleet and that

the charge of bad shooting brought against the Spaniards is unjustified by the facts. As to the first of these charges we may at once confess that the list of the Spanish vessels was not quite accurate, but we would also point out that whereas our contemporary says we gave it as an "exact" list it was in fact given only as a "practically correct" list, and on examination the inaccuracies do not appear to be very vital. We should mention also that the list did not purport to have been given to us as it stood by our American informant, but was compiled from such materials as were to hand from various sources; it being stated that there were in all about fourteen Spanish vessels destroyed, the list gave the names of those known to have been engaged and those that it was thought should probably be included. There seems at first to have been a singular uncertainty as to the precise extent of the Spanish losses. The principal vessels were mentioned by name, but even the *Comercio* itself in the account of the battle given in its first issue published after the event—and it had three days in which to compile the report—concluded its list with the indefinite phrase "and some other small vessels." In so far, however, as our list conveyed an impression unfavourable to the Spaniards we frankly apologise for its inaccuracies.

Even now, however, a month after the event, there is still a conflict of evidence as to some of the vessels concerned. Admiral DEWEY, in his telegraphic despatch as published in the Canadian papers, says the American squadron engaged the enemy and destroyed the following vessels:—

Reina Christina, Castilla, Ulloa, Isla de Cuba, General Lezo, Duero, Correo, Velasco, Mindanao.

The list given by the *Comercio* on the 4th May was as follows:—

Reina Christina, Castilla, Ulloa, Don Juan de Austria, Marques del Duero, General Lezo, Isla de Luzon, Isla de Cuba, and some other small vessels.

Mr. MCKINLEY, the late chief engineer of the *Isla de Mindanao*, has given to the *Singapore Free Press* an account of the engagement, in which he gives the following as the Spanish vessels engaged:—

Reina Cristina, Isla de Luzon, Isla de Cuba, Castilla, Don Juan del Austria, Marquis del Duero, one other small gunboat similar to the Duero.

It will be observed that there are several discrepancies in these lists, the *Comercio's* giving two names not included in the other two, not to mention the "several more small vessels," while Admiral DEWEY gives three names which do not appear in the *Comercio's* or Mr. MCKINLEY's list. One of these is the *Mindanao*, and her omission is easily explained on the ground that she was not counted as a fighting ship; although not included in the list of the Spanish fleet both the *Comercio* and Mr. MCKINLEY mention her in their descriptions of the fight. Mr. MCKINLEY, however, although he follows up his list with the remark "I may not have stated the ships according to BRASSEY, but there they were, and none other," goes on to refer in his description to the burning of the *Ulloa*, a vessel not included in his list, and this slip may give rise to doubts as to whether he may not have made others. The *Comercio*, in its criticisms on our report of the battle, complains that we included in our list of Spanish vessels some which were nowhere near the scene of the conflict, such as the *Alavo*, *Elcano*, *Cebu*, and *Velasco*, all of which have been dismantled. For the sake of accuracy we place the correction on

record, though it will be observed that one of these vessels, the *Velasco*, is mentioned by Admiral DEWEY as having been destroyed by his fleet. Our contemporary also contradicts the statement that there were two torpedo boats on the Spanish side which made a dash at the Americans, but were themselves destroyed. On this point we are unable to give any explanation; several correspondents writing independently have made mention of the incident which it is now alleged never occurred, and it must be assumed that craft of some kind were seen which were honestly taken for torpedo boats.

With reference to the shore defences silenced by the Americans a full translation of our contemporary's remarks may be found of interest:—"As to the formidable forts and batteries which existed at Cavite, every one knows that at Punta Sangley there were only two Ordonez cannon of 15 centimetres, one of which was rendered useless after the first few discharges, not by any Yankee shot, but by causes with which they had nothing to do. There remained therefore only one gun, which continued at work until the place was evacuated, when Artillery Lieutenant VALERA spiked the gun and destroyed the ammunition and retired with all his men without a single casualty. This, after having received the full fire of four Yankee vessels which vainly tried to silence the battery, does not say much in favour of the shooting of the Yankee artillerists. On the other hand the *Baltimore* carries in her hull marks of the projectiles from the Punta Sangley battery, and that these did not do more execution was not due to bad aiming but because the guns from which they were discharged were incapable of doing more. A hundred and thirty shots were fired by the battery on that memorable morning, and with general applause the valiant officer of artillery and the four men who served the guns have been proposed for the Cross of San Fernando."

The *Comercio* also mentions the fact that the *Castilla* and *Don Antonio de Ulloa* fought under disadvantages, the machinery of the former being in a bad condition and the second being under repair. It may be at once admitted that the American force was much superior to the Spanish, but it is the opinion of experts well acquainted with the vessels of both squadrons that the Spanish were strong enough to have made the Americans pay somewhat dearly for their victory had the meeting taken place in open waters and the Spanish vessels been handled with ordinary skill. The Americans speak highly of the courage displayed by the Spaniards when the fight was forced upon them, but the question suggests itself, why did the Spaniards allow themselves to be taken in a corner to begin with and why had not the vessels in unserviceable condition been repaired before the commencement of hostilities, or, if that was impossible, why were they not left behind in harbour while the others went out to meet the enemy. The American squadron had been lying for weeks in Hongkong and it was known to all the world that it was the intention to make a descent upon Manila, or rather to search out the Spanish squadron, should the then pending difference between the two countries result in an open rupture. When the time came and the vessels left, the Spanish Government had information of their departure, and from the *Comercio* we gather that their approach to Manila was signalled from Cape Bolinao. It had previously been announced by the Spaniards

with a flourish of trumpets that they were going out to meet the enemy, but they did not do so, and finally allowed themselves to be caught in a position in which they were unable to manœuvre. Why? If the courage with which the Spaniards are credited had prompted them to go outside to fight, the struggle might have had a different ending. It is improbable that the Spaniards with their inferior force could have achieved a victory—(though there are many chances in war)—but it is almost certain that they could have inflicted serious damage upon the attacking force. Their own loss could not in any case have been greater as regards the ships, though the crews would have had a less easy escape to land had the fight taken place outside the Bay. The *Comercio* prefaces its account of the battle as follows:—"Spain loves honour without vessels more than vessels without honour, said Mendez-Nunez at Callao on the 2nd May, 1866, and thirty-two years less one day afterwards our navy inscribes with equal heroism a brilliant page of glory in the golden book of history. Honour to the heroes who fell that day and glory to all the valiant survivors of the unequal and horrible naval battle that took place on the 1st May in the waters of our Bay." Honour to all who displayed valour in the fight, yes; but little claim to honour can be advanced on behalf of the fleet as a body.

SUPREME COURT.

27th May

IN ORIGINAL JURISDICTION.

BEFORE SIR JOHN CARRINGTON (CHIEF JUSTICE).

VINCENZO PIETRO MUSSO DI PERALTA ET AL.,
PLAINTIFFS, V. VITTORIA LUCIA
MUSSO, DEFENDANT.

The following written judgment was delivered by the Chief Justice:—

In this case the parties are in substantial accord as to the facts and it was consequently argued on the Petition and Answer. In addition, four documents relating to the matters in controversy were by consent put in evidence.

The facts upon which the questions arise which are now to be determined by the Court may be shortly stated as follows:

The plaintiffs are the sons of the defendant by her deceased husband Domenico Musso, who was formerly consul for Italy in this Colony. The defendant was married to him in Italy in the year 1872, and at that time she and Mr. Musso were Italian subjects domiciled in Italy. They continued to live together as husband and wife, and their domicile remained the same, until the date of Mr. Musso's death. In 1885 Mr. Musso became possessed of certain leasehold properties in Victoria known as Marine Lot No. 188 and the remaining portion of Marine Lot No. 189 for the respective residues of the several terms of 999 years from the 25th June, 1861, created by the Crown leases of the lots respectively.

Being so possessed, Mr. Musso, on the 28th January, 1895, executed the following instrument:—

This Indenture made the twenty-eighth day of January one thousand eight hundred and ninety-five between Domenico Musso of Victoria in the Colony of Hongkong gentleman of the one part and Lucia Vittoria Musso of Victoria aforesaid wife of the said Domenico Musso of the other part Whereas by certain acts and deeds in the law all those pieces or parcels of ground hereinafter mentioned became legally vested in the said Domenico Musso his executors administrators and assigns for the respective residues of the several terms of years respectively created by several indentures of Crown lease thereof subject to the payment of the Crown rents and whereas the said Domenico Musso hath promised and agreed to give to his wife the said Lucia Vittoria Musso all those the said pieces or parcels of ground with the messuages erections and buildings thereon respectively and the appurtenances thereto belonging Now this Indenture witnesseth that in consideration of his love and affection for the said Lucia Vittoria Musso he the said Domenico Musso doth hereby assign and give absolutely unto the said Lucia Vittoria Musso her executors administrators and assigns all those pieces or parcels of ground situate lying and being at Victoria aforesaid and

registered in the Land Office as Marine Lot number one hundred and eighty eight and the remaining portion of Marine Lot number one hundred and eighty nine together with all and singular the messuages erections and buildings thereon and the rights, rights of extension members privileges easements and appurtenances thereunto belonging or appertaining and all the estate right title interest term and terms of years claim and demand whatsoever of the said Domenico Musso both at law and in equity in the same pieces or parcels of ground and premises excepting thereout as in the said Crown Leases is excepted to hold the said pieces or parcels of ground and premises with their and every of their rights members and appurtenances hereby assigned or intended so to be unto the said Lucia Vittoria Musso her executors administrators and assigns absolutely from henceforth for the respective residues now to come and unexpired of the several terms of nine hundred and ninety nine years therein created by the said several indentures of Crown lease subject nevertheless to the payment of the Crown rents and to the performance observance fulfilment and keeping of all and singular the covenants conditions reservations and agreements in and by the said indentures of Crown lease respectively reserved and contained.

Then follow covenants by Domenico Musso, for himself and his heirs, executors, and administrators, that the rents, covenants, and conditions relating to the premises assigned had been paid, observed, and performed up to the date of the assignment; that the Crown leases were subsisting; that he had power to assign, free from incumbrances; for quiet possession; and for further assurance. The deed then proceeds as follows:—

And the said Lucia Vittoria Musso doth hereby for herself her heirs executors administrators and assigns covenant with the said Domenico Musso that she the said Lucia Vittoria Musso her executors administrators or assigns will during the respective residues of the said several terms of years pay the yearly Crown rents and shall and will observe and perform all the covenants conditions and agreements therein respectively contained as far as regards the premises hereby assigned and will keep the said Domenico Musso his heirs executors and administrators indemnified against all actions suits expenses and claims on account of the non-payment of the said rents or the breach or non-observance or non-performance of the said covenants and conditions or any of them.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.
Signed sealed and delivered } D. Musso [Seal]
by the parties in the presence of }
LUCIA V. MUSSO [Seal]
HENRY J. HOLMES,
Solicitor, Hongkong.

On the date of the execution of this deed Mr. Musso signed the memorial for its registration, but this memorial was not then registered in the Land Office. On the same date the defendant executed a power of attorney by which she appointed her husband Domenico Musso her attorney with full powers of sale, etc., in relation to the leasehold properties mentioned in the deed. Mr. Musso continued in possession of the leasehold properties referred to until the time of his death, at the same time paying the Crown rents thereon and receiving the rents and profits thereof, but the defendant contends that his possession was that of a trustee for her, the assignee named in the deed.

Mr. Musso died on the 16th December, 1896, and it is agreed between the parties that, as regards the leasehold properties in question, he died intestate.

A few days after his death, that is, on the 21st December, 1896, the memorial of registration above mentioned was duly lodged in the Land Office and registered by the plaintiff Vincenzo Pietro Musso di Peralia.

On the death of her husband the defendant entered into possession of the properties, and she has since received the rents and profits thereof. Apparently also she has paid the Crown rents and performed the other covenants contained in the deed.

In these circumstances the plaintiffs, as the next of kin of Domenico Musso, come to the Court and ask for a declaration that the deed is null and void and that the properties purporting to be assigned thereby form part of the estate of Domenico Musso. They also ask for an account of the rents and profits received by the defendant and for payment by her to the estate of what may be found due on the taking of such account.

The first question to be determined is with respect to the system of law which is applicable to the case, or, in other words, is the decision to be governed by Italian or English law? It is contended by the plaintiffs that, as Domenico Musso and the defendant were domiciled Italian subjects at the time of the execution of the deed, they were subject to Italian law, and that by Art. 1,054 of the Civil Code of Italy gifts *inter vivos* by a husband to his wife or by a wife to her husband are absolutely void. The defendant does not deny that this is the effect of the Italian law, but she contends that that law has no application and that the case is governed by the English law of

real property. It is, I think, clear that the defendant's contention is well founded and must prevail. In Story's Conflict of Laws s. 424 it is said:—"The general principle of the common law is, that the laws of the place where immoveable property is situate exclusively govern in respect to the rights of the parties, the modes of transfer, and the solemnities which should accompany them." This rule is generally, although not universally, admitted by foreign courts and jurists, and it may be said that the English law has shown itself jealous in an especial degree for the maintenance of the rule to the full extent. It necessarily results from this rule that the capacity or incapacity also to take or transfer immoveable property depends, according to English law, on the *lex situs* and not on the *lex domicilii*. Here the question is as to the power of Domenico Musso to transfer certain leasehold properties in Hongkong to the defendant, his wife, and as to her right or capacity to take those properties on that transfer, and I am of opinion that this question must be determined in accordance with the law of Hongkong or, in other words, with the law of England as it exists in Hongkong in relation to this subject.

But it must be confessed that there is much difficulty in ascertaining and applying this law to the decision of the questions now before the Court. Here is a case of a gift of leaseholds made by a husband to his wife direct, that is, without the intervention of trustees. Now it is clear that at common law, having regard to the time-honoured but now somewhat exploded doctrine of the unity of husband and wife, any such direct gift was ineffectual and did not pass the property to the wife: Co. Litt. 3 a, 168; Com. Dig. Baron and Feme (D 1). See also Firebrass v. Pennant, 2 Wils. 255. But it is not so clear whether a court of equity will give effect to such an ineffectual gift by constituting the husband a trustee for the wife or, in other words, by treating the attempted gift as equivalent to a declaration of trust made by the husband in favour of the wife. The determination of this question is closely connected with the consideration of the larger question of whether and under what circumstances a court of equity will perfect an imperfect gift of a voluntary character. Counsel for the plaintiffs cited several cases on this head, and he argued that they established the general proposition that where a donor has not done everything necessary to complete his gift but has left it in an incomplete condition, a court of equity will not interfere to make it effectual by treating the donor as a trustee for the donee. He further contended that this general rule applies to the case of gifts between husband and wife, and that therefore the present case falls within its operation. I think it will be convenient for me to examine the cases decided with reference to the general rule before proceeding to the consideration of the cases which deal with gifts between husband and wife.

The earliest of these cases which was cited at the bar and which was a good deal relied upon by counsel for the defendant was Kekewich v. Manning, 1 De G. M. & G. 176. That case was decided by the Lords Justices in 1851. There the facts were that residuary estate consisting of money in the funds was bequeathed to a mother and daughter in trust for the mother for life, and afterwards for the daughter absolutely. By a settlement made in contemplation of the daughter's marriage, the daughter assigned her interest under the will to trustees, upon trust for the issue of the intended marriage, and for a niece of the daughter and the issue of the niece. The daughter's husband died soon after the marriage, of which there was no issue. The mother was not a party to the settlement, but had notice of it before the husband's death. The Lords Justices, Knight Bruce and Lord Cranworth, in an elaborate judgment in which all the authorities are reviewed, held that, even if the settlement was voluntary as regarded the trusts in favour of the niece, it was a complete alienation, so as to be capable of enforcement at the instance of the trustees of the settlement against the daughter, and the trustees of another settlement which she made upon a second marriage inconsistent with the former settlement.

The case of Milroy v. Lord, 4 De G., F., & J. 264, was much discussed on both sides in the course of the argument and was especially pressed upon the consideration of the Court by counsel for the plaintiffs. That case was decided in 1862 by the Lords Justices on appeal from a decree of Vice-Chancellor Stuart. The facts there were that Thomas Medley executed a voluntary deed purporting to assign fifty of his shares in the Bank of Louisiana to Samuel Lord, to be held by him upon certain trusts for the benefit of his niece Eleanor Dudgeon, the plaintiff, who afterwards became the wife of the other plaintiff Andrew Milroy. According to the constitution of the Bank of Louisiana the shares were transferable only by entry in the books of the Bank, but no such entry was ever made. Samuel Lord held at the time a general power of attorney authorizing him to transfer Thomas Medley's shares, and Thomas Medley, after the execution of the settlement, gave him a further power of attorney authorizing him to receive the dividends on his shares in the Bank. Thomas Medley lived three years after the execution of the deed, and during that period the dividends on the shares were received by Samuel Lord and remitted by him to the plaintiffs, sometimes directly and sometimes through Thomas Medley. After the death of Thomas Medley a bill was filed by the plaintiffs against Samuel Lord and the personal representative of Thomas Medley to enforce the trusts of the settlement. The Vice-Chancellor made a decree in their favour, but the decree was, on appeal, reversed by the Lords Justices, Knight Bruce and Turner. They held that, as it was not the intention of the settlor to constitute himself a trustee of the shares, but to vest the trust in Samuel Lord, there was no valid trust of the shares created in the settlor; that there was no valid trust of the shares created in Samuel Lord because he had not taken the requisite steps to vest the shares in himself, as he might have done under his power of attorney; and that therefore the disposition of the shares failed, as being an imperfect voluntary gift which the court would not perfect. Lord Justice Knight Bruce said that he did not think the case fell within the principle of decision—in which he took part—in Kekewich v. Manning *supra*, and that he "found himself, though almost or altogether with regret, unable to agree with the decree appealed from as to the bank shares." In the course of Lord Justice Turner's judgment the law as to voluntary trusts is thus summarized, at p. 274:—"I take the law of this Court to be well settled, that, in order to render a voluntary settlement valid and effectual, the settlor must have done everything which, according to the nature of the property comprised in the settlement, was necessary to be done in order to transfer the property and render the settlement binding upon him. He may of course do this by actually transferring the property to the persons for whom he intends to provide, and the provision will then be effectual, and it will be equally effectual if he transfers the property to a trustee for the purposes of the settlement, or declares that he himself holds it in trust for those purposes; and if the property be personal, the trust may, as I apprehend, be declared either in writing or by parol; but, in order to render the settlement binding, one or other of these modes must, as I understand the law of this Court, be resorted to, for there is no equity in this Court to perfect an imperfect gift. The cases I think go further to this extent, that if the settlement is intended to be effectuated by one of the modes to which I have referred, the Court will not give effect to it by applying another of those modes. If it is intended to take effect by transfer, the Court will not hold the intended transfer to operate as a declaration of trust, for then every imperfect instrument would be made effectual by being converted into a perfect trust."

There can, I think, be no doubt that this case contains an authoritative exposition of the law under this head. The cases of Richardson v. Richardson, L. R. 3 Eq. 686, and Morgan v. Malleon, L. R. 10 Eq. 475, which were cited in support of the defendant's contention, would seem, to a certain extent, to qualify the doctrine there laid down. But it is to be observed that these were decisions of a court of first

instance, and I find that in *Warriner v. Rogers*, L. R. 16 Eq. 340, Vice-Chancellor Bacon threw doubt upon their authority and said that "all the other cases, including *Kekewich v. Manning* and most especially *Milroy v. Lord* had put the test, he thought, upon a satisfactory footing." Again, in *In re King*; *Sewell v. King*, L. R. 14 Ch. D. 179, Mr. Romer *arguendo* questioned whether those decisions can be sustained at the present time, and Vice-Chancellor Hall said:—"I do not require you to go into those cases. The law was misapprehended by some judges, but all was set right by the decision in *Milroy v. Lord*." I will presently refer to some observations of the Court of Appeal to the same effect.

Further, in *Richards v. Delbridge*, L. R. 18 Eq. 11, Jessel, M.R., declined to follow *Richardson v. Richardson* and *Morgan v. Malleson* on the ground that they were wholly opposed to the decision of the Lords Justices in *Milroy v. Lord*. He added that the remarks of Lord Justice Turner in that case (already quoted) "appeared to him to contain the whole law on the subject." Curiously enough, the Master of the Rolls had been counsel for the successful litigant in *Morgan v. Malleson*.

In this case of *Richards v. Delbridge supra*, J. Delbridge, who was possessed of leasehold premises and stock in trade, shortly before his death purported to make a voluntary gift in favour of his grandson, E. B. Richards, who was an infant, and assisted him in his business, by the following memorandum, endorsed on the lease and signed: "This deed, and all thereto belonging, I give to E. B. Richards from this time forth, with all the stock in trade." He then delivered the lease to the mother of E. B. Richards, on behalf of the latter. It was held that there was no valid declaration of trust of the property in favour of E. B. Richards. In the course of his judgment the Master of the Rolls said:—"The true distinction appears to me to be plain and beyond dispute; for a man to make himself a trustee, there must be an expression of intention to become a trustee, whereas words of present gift show an intention to give over property to another, and not retain it in the donor's hands for any purpose, fiduciary or otherwise." And again: "If the decisions of Lord Romilly (in *Morgan v. Malleson*) and of Vice-Chancellor Wood (in *Richardson v. Richardson*) were right, there never could be a case where an expression of a present gift would not amount to an effectual declaration of trust, which would be carrying the doctrine on that subject too far." This decision is said in 1 W & T. L. C. 315 (sixth edition) to have "put the law upon this subject on a very satisfactory footing." It was followed by Bacon, V. C., in *Heartley v. Nicholson*, L. R. 19 Eq. 233. There the testator, being the owner of a share in a colliery, by the use of certain expressions in letters, by the signature of a minute, and by the gift of a dividend purported to give, and believed himself to have given, the share to the plaintiff, his daughter, but what he so did was not sufficient to pass the property in the share. On the hearing of a bill filed by the plaintiff and her husband to enforce her claim to the share, it was held that the above-mentioned expressions, signature, and gift did not amount to a declaration by the testator, or to proof of an intention and determination on his part, that he would hold the share for the plaintiff; but that the testator, having the desire and intention that the plaintiff should, from and after a certain date, have the share as her property, failed to fulfil that desire and complete that intention.

Re Shield; *Pethybridge v. Burrow*, 53 L. T. N. S. 3, was the case of a memorandum signed by the donor, addressed to his executors, making a gift of a debenture bond and requesting them on his death to give the bond to the donor, although he kept the bond and received the interest during his life. It was held by Pearson, J., that there was a good declaration of trust of the debenture bond, but this decision was reversed by the Court of Appeal, who held that the memorandum was an ineffectual attempt to assign the debenture bond, and did not amount to a good declaration of trust. In the course of his judgment Lord Justice Cotton said:—"Down to the time of *Milroy v. Lord*'s

view was taken by some judges that where a voluntary assignment of something which an intended settlor intended to give to another could not take effect, the instrument might nevertheless be read as constituting him, if the property was vested in him, a trustee for the person whom he intended to benefit. I think *Milroy v. Lord*, which has been followed by other cases, has put an end to any such notion."

I have now examined, so far as appears to be necessary, the cases which relate to the general question of imperfect gifts as distinguished from declarations of trust. I now proceed to consider the cases in which gifts between husband and wife are dealt with and their effect in equity ascertained. An investigation of these cases will show that the difficulty lies in determining whether the case of husband and wife is to be decided in accordance with the principles which govern the general question or is to be regarded as exceptional in its character and therefore to be decided in accordance with principles peculiar to itself. Let me illustrate my meaning. If we suppose the doctrine of *Milroy v. Lord supra* to apply to the present case, then the position is this: Domenico Musso, the husband, has by a present assignment made a gift of leaseholds direct to the defendant, his wife. But by the common law such a gift is ineffectual and passes no property in the leaseholds to the wife. Then there comes in the ruling of Lord Justice Turner to the effect that "if a settlement is intended to take effect by transfer, the Court will not hold the intended transfer to operate as a declaration of trust, for then every imperfect instrument would be made effectual by being converted into a perfect trust." Let us then consider the cases with a view of seeing whether they fall within the operation of this general rule or whether any special rule, applicable to the peculiar position of husband and wife, is to be deduced from them. In doing so, we must bear in mind the observation of Mr. Francis that the assignment here is complete in point of form and the difficulty only arises in connexion with the relation in which the assignor and the assignee stood to one another.

I will take the cases in their chronological order. It will be found that there is an even greater conflict of judicial opinion in them than in those which deal with the subject in its general aspect, and it will require much patient consideration of them to decide what is the rule which is best founded in reason and best supported by authority.

The earliest and one of the simplest cases is *Lucas v. Lucas*, 1 Atk. 269, decided in 1738 by Lord Hardwicke, C. There a husband transferred to his wife in her own name £1,000 South Sea annuities, and the Court upheld the gift. The Lord Chancellor said:—"In this Court gifts between husband and wife have often been supported, (1.) though the law does not allow the property to pass; (2.) it was so determined in the case of *Mrs. Hungerford* and in *Lady Cowper's* case, before Sir Joseph Jekyll, where gifts from Lord Cowper in his life-time were supported, and reckoned by this Court, as part of the personal estate of Lady Cowper." It will be observed that in the transfer of the annuities no words importing a separate estate of the wife in them were employed. But at the hearing the wife insisted that her husband had intended to give them to her "to her own use" and that a deed to give effect to this intention by vesting them in trustees was prepared by an attorney, but afterwards her husband "(on information that it would be better) transferred them to her and assured her that such transfer would effectually secure them to her." In his judgment Lord Hardwicke makes no mention of this point of the separate estate, but in *Graham v. Lord Londonderry*, 3 Atk., at p. 394, he says, referring to *Lucas v. Lucas*, "I was of opinion the wife was entitled to the South Sea annuities, because I considered them as given to her separate use."

Beard v. Beard, 3 Atk., 71, was decided by the same learned judge in 1744. In that case a husband, by a will executed in 1739, gave all his estate, real and personal, to his brother and made him his executor. Then in 1740, by a deed poll, he granted to his wife all his

substance which he then had or might thereafter have. Lord Hardwicke held that the will was revoked as to all the personal estate by the deed poll. But he said, "the latter cannot take effect as a grant or deed of gift to the wife, because the law will not permit a man to make a grant or conveyance to the wife in his life-time, neither will this Court suffer the wife to have the whole of her husband's estate while he is living, for it is not in the nature of a provision, which is all the wife is entitled to."

The case of *Price v. Price* 14 Beav. 598, is instructive. It was decided by Sir John Romilly, M.R., in 1851, and the decision was subsequently affirmed by the Lords Justices. There George Price, the husband of the plaintiff, Esther Price, being seized in fee simple of a messuage in which he and the plaintiff resided, executed a deed poll whereby he voluntarily granted it to his wife as her sole and absolute property for ever. George Price thereafter died intestate, and the plaintiff remained in possession of the messuage. Emma Price, George Price's heiress at law, thereupon brought an action of ejectment against her, and obtained a verdict. The plaintiff then filed a bill against Emma Price to restrain execution in the action of ejectment. For the plaintiff it was argued *inter alia* that there was a difference with respect to voluntary gifts between the case of strangers and that of husband and wife, while for the defendant it was said that the wife, who was a mere volunteer, was not entitled to the assistance of the Court to enforce an instrument legally invalid, and that in that respect she stood in the same situation as a stranger. The Master of the Rolls, in a considered judgment, upheld the contention of the defendant. He said:—"It is not disputed that the deed in question was wholly inoperative at law; but the plaintiff contends that this deed created the husband a trustee for the separate use of his wife, and that the heiress-at-law of the intestate became, on his death and in like manner, a trustee for the plaintiff. . . . In this case, it is first to be considered whether the deed would have created a trust enforceable in this Court as between strangers, and, if it would not, whether the circumstance that the transaction is one between husband and wife produces any such relation. . . . As between strangers, I am of opinion that this deed would have been merely inoperative in equity as well as at law. . . . What is the case here? The instrument does not profess to be a declaration of trust but to be a distinct gift; the giver treats it as such, and parts with the deed, which, if he had meant to constitute himself the trustee, he should not have done. It is, in truth, not a declaration of trust, but either a gift of the whole property or nothing. As a gift it is clearly inoperative; no estate passed, and in truth, nothing took place, but the execution of the deed, the communication of it to the wife, and the delivery of it to the attesting witness. If I were to decide that this deed would be good as between strangers, I should really be deciding, that if a man executes a deed, simply saying "I hereby give all my estate at A. to another," and nothing further takes place, either to give possession or to transfer the legal estate, this Court would compel delivery of the estate. This would, in my opinion, be contrary to the authorities, and I entertain no doubt, but that in such a case, equity would leave the parties to their legal rights, whatever they might be, and would not, in any respect, interfere to assist either party. . . . The next question is this:—This was a transaction between husband and wife; the deed was executed for the benefit of the wife; it is expressed to be for her sole use. Did this circumstance give to the transaction a different character from that which it would have had if it had been one between strangers? Was there a good trust created as soon as the deed was executed? In other words, could the wife, during the life of the husband, have maintained a bill in this Court, by her next friend, against the husband, to have it declared that he was a trustee of this property and to have the trusts applied for her separate use? I am of opinion that no such bill could have been supported. . . . Upon the whole, therefore, I am of opinion that that relation of trustee and *cestui que trust* was

not created in this case:—that the transaction was an imperfect gift, in regard to which equity will not interfere to assist either side, but will leave the parties as it finds them, and that consequently, this injunction must be dissolved."

This case appears to me in its circumstances to come very near to the one now before the Court and to support the position of the plaintiffs. Two points in it are especially deserving of notice. In the first place the Master of the Rolls expressly refused to recognize any difference in respect of transactions of this kind between the case of husband and wife and the case of strangers, or, in other words, he held that such transactions between husband and wife fell within the general rule of law on the subject. And in the next place the terms of the grant to the wife—"as her sole and absolute property for ever"—were, I think, sufficient to defeat the marital rights of her husband by creating a separate use for the wife in the subject of the grant.

The next case is one which makes in favour of the defendant's contention. It is that of *Grant v. Grant*, 34 Beav. 623, decided by Sir John Romilly, M. R., in 1865. There the widow of the testator, Mr. Grant, claimed, as gifts to her from her husband, several chattels, such as statuettes, etc., which were at the testator's residence at his decease, and she brought the suit against his executor to enforce her claim. The Master of the Rolls, in a considered judgment, held that the plaintiff was entitled to a decree. He said:—"It has been very properly observed, on both sides, that in cases of this description, the question in equity is merely one of evidence, and that it cannot now be disputed that a husband may be trustee for his wife. That is perfectly settled, and the only question is, whether he has constituted himself such a trustee or not. I apprehend that the fact of the transaction taking place between the husband and the wife, instead of between strangers, makes no difference, in this respect, further than this:—that, in the case of a gift of chattels by one stranger to another, there must be a delivery of the chattels in order to make the gift complete, whereas, in the case of husband and wife, there cannot be a delivery, because, assuming they are given to the wife, they still remain in the legal possession of the husband, and therefore it is impossible to give that completion to the gift that would be necessary to give effect to it between strangers. Therefore, this comes under that class of cases in which it has been held, that though there is not an absolute delivery a declaration of trust is sufficient. The question here is, whether the husband has used words which are equivalent to a declaration of trust. In the first place, these words need not be in writing, that is quite settled by the authorities. They must be clear, unequivocal, and irrevocable, but it is not necessary to use any technical words, it is not necessary to say, 'I hold the property in trust for you,' nor is it necessary to say, 'I hold the same for your separate use.' Any words that show that the donor means, at the time he speaks, to divest himself of all beneficial interest in the property are, in my opinion, sufficient for the purpose of creating the trust. I think it is also sufficient, for the purpose of showing that the trust has been created, if he afterwards states that he has so created the trust, though there was no witness except the donee present at the time the trust was created. For instance, if A, who has £1,000 consols standing in his name, in the presence of witnesses or in writing (it does not matter which), says to B, 'I hereby give you £1,000 consols now standing in my name in the books of the governor and company of the Bank of England,' in my opinion, that would create A a trustee for B, and the gift would be complete."

In this case the learned judge appears to qualify to a limited extent the proposition which he had laid down in *Price v. Price* *supra* as to the practical identity of the position of a husband and wife in dealings of this kind with that of strangers. But, notwithstanding this limited qualification, the following remarks of Vice-Chancellor Hall in *In re Breton's estate*; *Breton v. Woollven*, L. R. 17 Ch. D., at p. 420, appear to be well founded:—"The case *Grant v. Grant* was that of a gift to a

wife, and if the late Master of the Rolls had based his judgment on that ground, supporting it as being a special and peculiar case, and creating a different law as applicable to husband and wife in every case, I should have had nothing more to do than follow that decision. But it is plain, from the reasons given for the decision, that it was meant to be applicable to every other case of the kind, and not merely to that of husband and wife." And, taking this view, it is plain from the Vice-Chancellor's judgment that he regarded the decision as not reconcilable with *Milroy v. Lord*, and therefore declined to follow it.

On the other hand Vice-Chancellor Malins in *Baddeley v. Baddeley*, L. R. 9 Ch. D. at p. 115, said that the law on this subject was "correctly stated in *Grant v. Grant*."

It may be observed that in this case the Master of the Rolls used language somewhat wider in its scope as to the test for determining the validity of a gift than he had employed in *Mews v. Mews*, 15 Beav. 533—a case which was cited in the argument. There he said:—"The evidence which is required to constitute a valid gift, as I have before stated, is that there must be some clear and distinct act by which the husband has divested himself of the property, and engaged to hold it as a trustee for the separate use of his wife." This language again was taken from the judgment of the Master of the Rolls in *McLean v. Longlands*, 5 Ves. 71.

In *Moore v. Moore*, L. R. 18 Eq. 474, decided by Hall, V.C., in 1874, the facts were as follows:—A husband, two years before his death, gave to his wife a railway debenture, subsequently converted into railway stock, which remained in his name and on which the dividends were received by him, but paid to his wife. He gave the certificates to his wife, and they remained in her possession until he required them in order to replace a lost dividend warrant. While on his death-bed he handed the certificates to his wife, saying, "these are yours." The Vice-Chancellor held that the gifts, being made by the husband to the wife in an insufficient way, could not be supported as a trust. The husband had intended an immediate gift, and had not meant to make himself a trustee; and the question must be decided exactly in the same way as if a bill had been filed by the next friend of the wife against the husband in his life time. The Vice-Chancellor further said that his view of the case was founded upon *Milroy v. Lord* *supra*, and continued:—"I do think it very important to keep a clear and definite distinction between cases of imperfect gift and cases of declaration of trust, and that we should not extend beyond what the authorities have already established, declarations of trust, so as to supplement and supply what, according to decisions of the highest authority, would otherwise be imperfect gifts. I refer to the decisions of Lord Cottenham in *Edwards v. Jones*, 1 My. & Cr. 226, and of Sir William Grant in *Antrobus v. Smith*, 12 Ves. 39, and other similar cases, where the distinction has always been considered to be very marked and clear; and we shall only be able to satisfactorily dispose of these cases when they arise by keeping this distinction in view."

In *Re Shield*; *Pethybridge v. Burrow*, 53 L. T. N. S. 5, Lord Justice Lindley quoted these observations and said he entirely acceded to them.

The next two cases were much relied on by counsel for the defendant as supporting his contention. They are *Baddeley v. Baddeley*, L. R. 9 Ch. D. 113, decided by Malins, V. C., in 1878, and *Fox v. Hawks*; *Hawks v. Fox*, L. R. 13 Ch. D. 822, decided by Bacon, V. C., in 1879.

In the case of *Baddeley v. Baddeley*, John Baddeley executed a deed poll, of which the material part was as follows:—"Whereas I am beneficially possessed of the ground rents hereby intended to be settled, now in consideration of my love and affection for my wife, I do hereby settle, assign, transfer, and set over unto my said wife Eliza Baddeley, as though she were a single woman, her heirs, executors, administrators, and assigns, all that my share in [certain specified houses and ground rents in Middlesex] as though she were now *feme sole* and unmarried, and in accordance with the spirit and intention in the recent Act of Parliament

entitled the Married Women's Property Act, 1870." The deed was duly registered in the Middlesex Registry, and Mrs. Baddeley entered into the receipt of the rents. She now claimed that the deed poll operated as a valid assignment, and a demurrer to the claim was put in on behalf of John Baddeley's legal personal representatives. The Vice-Chancellor, while recognizing the general rule as to imperfect gifts, said:—"But this is, in my opinion, a case where the husband has declared himself a trustee for his wife, and she entered into possession, an act which I construe, not as an attempt to take possession adversely to her husband, which could not be done, as is shown by *Roe v. Wilkins*, 4 A. and E. 6, but as a taking possession of her separate property under the trust. The husband was no doubt mistaken in thinking he could make this gift by way of assignment, but there is enough in the deed to make it operate as a declaration of trust which the Court ought to carry into effect."

It will be seen from a perusal of the judgment in this case that the decision turned upon the special facts of the case, such as the wife's entry into possession and receipt of the rents, and upon the special terms of the deed poll; and did not really lay down any exception to the general rule of law in the case of a transfer between husband and wife.

This decision was followed in the second of the two cases referred to, namely, *Fox v. Hawks*; *Hawks v. Fox* *supra*. There a husband, being about to leave England for a residence in India, at the request of his wife, who was to remain in England, executed an assignment by deed to her of a leasehold dwelling-house, "to hold the same unto" her, "her executors, administrators, and assigns, as her separate estate." No trustees were appointed, the husband and wife being the only parties to the deed. The title deeds of the house, and also the deed of assignment, were left by the husband in his wife's possession. In these circumstances it was held by Vice-Chancellor Bacon that the deed purported to be, and was, an assignment by the husband to his wife, for her separate use, of this property; that it was clear, from his evidence, that at the time he executed the deed he intended to make a settlement upon her; that, knowing trustees might be appointed, and refusing to name one, he chose to constitute himself the sole trustee of the deed; and that this was consistent with her afterwards requiring—as she had done—a power of attorney from him to enable her to deal with the house. Accordingly he declared the husband a trustee of the property for his wife.

It will be noticed that in some of its circumstances this case resembles the one now before the Court while in others it is quite unlike it. It will also be observed that the judgment does not purport to set up any exception, in the case of husband and wife, to the general rule of law which regulates imperfect transfers of property; it appears to proceed entirely upon the special facts of the case.

Mr. Robinson urged that, even assuming these two cases to go as far as was contended on behalf of the defendant, they were distinguishable from the present case by the fact that, in each of the instruments of transfer used in these cases, words were employed which were apt to create and did create a separate estate in the wife in the subject of the gift. I think it is clear that the fact was so in each of the two cases. It seems equally clear that the words used in the present case, namely, "assign and give absolutely unto the said Lucia Vittoria Musso to hold . . . unto the said Lucia Vittoria Musso . . . absolutely" are not sufficient to constitute a separate use in favour of the defendant. And the difference between the cases is of importance in connexion with the question whether or not there is a declaration of trust, because a gift to separate use necessitates a trust, and if no trustee is named, it is not unreasonable to hold that the husband has constituted himself a trustee for the preservation of the separate estate.

These two cases were observed upon in *In re Breton's Estate*; *Breton v. Woollven*, L. R. 17 Ch. D. 416, decided by Hall, V.C., in 1881. In that case Frederick Breton, by three letters written and signed by him and handed to his wife, gave her certain furniture, plate, and other

articles for her sole use and benefit. He afterwards made his will, bequeathing certain legacies and making other dispositions of his property, and giving the residue of it to trustees in trust for his wife for life with remainder to six nieces absolutely. The furniture, plate, and other articles were, at the time of the husband's death, in the house which had been occupied by him and his wife, and the whole had been used by them in the ordinary way. The Vice-Chancellor refused to support this gift to the wife as a trust declared by her husband in her favour, and held that the furniture, plate, and other articles formed part of the husband's estate. He declined to follow *Baddeley v. Baddeley and Fox v. Hawks*, and based his decision upon the principle laid down in *Milroy v. Lord supra*, as followed in *Richards v. Delbridge supra*, which he considered applicable to every case of a gift, without any exception as to a gift from husband to wife. He said:—"It was not the purpose or meaning of the husband in writing these letters to constitute himself a trustee for his wife. I can well understand in such case a husband saying to his wife, 'I mean to give you this as your own, but when you ask me to be a trustee for you I must respectfully decline. I do not want to be involved in a trust of that kind or in any trust.'"

This is the last decision of the English Courts which I can find on the subject of imperfect gifts from husband to wife. The subject has since been rendered of much less practical importance in England by ss. (2.) and 50 of the Conveyancing Act, 1881, and ss. 1 (1.), 2, 5, and 25 of the Married Women's Property Act, 1882. By the combined operation of these enactments husband and wife may now in effect deal with one another with respect to property in the same manner as if they were unmarried.

The view taken by Vice-Chancellor Hall in the last-mentioned case as to the effect of *Milroy v. Lord* has since been adopted in Ireland in *Hayes v. Alliance Assurance Co.*, 8 L. R. Ir. 149. In that case an assignment of a policy by a husband to his wife by deed poll attested by one witness was held not to be a declaration of trust, because the intention of the husband was merely to assign the policy. The report of this case is, I believe, not to be found in the Colony, but I take this statement of its effect from *Lewin on Trusts* (eighth edition) p. 69 and *May's Treatise on the Statutes of Elizabeth against Fraudulent Conveyances*, etc., (second edition) p. 423.

I have now examined, so far as appears to be necessary, the cases which deal with incomplete voluntary dispositions of property both generally and as between husband and wife. As regards the general question the law appears to be settled by the principle laid down in *Milroy v. Lord*, followed by *Richards v. Delbridge* and other cases. Then how does the case of such dispositions of property between husband and wife stand? Is it to be governed by this general principle or by a special principle applicable only to itself? I think the answer to this question must be that the case falls within the operation of the general principle, that is, that imperfect gifts between husband and wife must be tested in the same way as imperfect gifts between strangers. This view was expressed in explicit terms by Lord Romilly in *Price v. Price supra* and by Vice-Chancellor Hall in *In re Breton's Estate supra*. I can find no opinion to the contrary expressed in any of the cases, although no doubt judges have shown a leaning to support, where possible, gifts made by a husband to his wife.

Applying then the principle of *Milroy v. Lord*, it appears that a complete gift *inter vivos* of property of any kind may be effectually made in one or other of the three following ways:—

- (1.) The donor may transfer the property to the persons for whom he intends to provide.
- (2.) The donor may transfer the property to a third person, as trustee for the purposes of the settlement by which he provides for the intended donees.
- (3.) The donor may declare himself a trustee of the property for the intended donees.

But there is the proviso that if the gift is intended to be made by one of these modes but for any reason fails to take effect in that mode,

the Court will not give effect to it by applying another of these modes, and if it is intended to take effect by transfer, the Court will not hold the intended transfer to operate as a declaration of trust.

How is the present case affected by these rules? Nothing can be clearer than that Domenico Musso intended to give the leasehold properties in question to his wife, the defendant, by a deed of assignment which purported to transfer to her direct the whole of his legal and equitable interest in them. This gift has failed to take effect in the way intended in consequence of the operation of the rules of law governing the relations of husband and wife. This being so, the proviso comes into play and the Court is unable to give effect to the gift by applying another of the specified modes of transfer or to hold that the intended transfer operates as a declaration of trust. The result is that the gift which is now impeached cannot be supported by the Court.

I may add that the result would not have been different even if the somewhat more liberal view taken in *Baddeley v. Baddeley* and *Fox v. Hawks* had been adopted. For in those cases the Court thought that the donor had spoken and acted in such a way in making the gift as to raise the inference that he had constituted himself a trustee for his wife. Here the evidence before the Court, so far from supporting any such inference with respect to Domenico Musso, is directly opposed to it. There could not be, to my mind, a more simple and absolute transfer than that made by the deed of assignment in this case.

It is with much regret that I have arrived at these conclusions. The consequence of them is that a gift which her husband had of his free will made to the defendant is defeated at the instance of her sons. But the law—or at any rate the law as I conceive it to be—is to blame for this result. And a like regret at its operation has been expressed in other cases. In *Firebrass v. Pennant supra* judgment is said to have been given against the wife *reluctante totâ curâ*. In *In re Breton's Estate supra* Vice-Chancellor Hall said:—"I am unable to support this gift to the plaintiff, the wife, as a trust declared by her husband in her favour. I am very sorry for it, because it is a monstrous state of the law which prevents effect being given to such a gift." See also the observations of Lord Justice Knight Bruce in *Milroy v. Lord supra* and of Lindley and Fry, L. J., in *Re Shield supra*.

There are one or two subordinate points to be noticed.

Mr. Francis argued that the fact of the defendant's entering into possession of the leasehold properties after her husband's death and remaining in such possession had the effect of validating what might originally have been an imperfect title. But I do not find any authority in support of such a proposition, and it seems to be opposed to the case of *Price v. Price supra*.

Some reference was made in the argument at the bar to the question of the effect on this transaction of the Statute 27 Eliz. c. 4—an Act for the protection of *bona fide* purchasers of lands against fraudulent and voluntary conveyances. But in this case the defendant, as assignee of the leasehold properties, has bound herself by express covenants to pay the Crown rent and to perform all the covenants of the lease. And in *Price v. Jenkins*, L. R. 5 Ch. D. 619, it was held by the Court of Appeal that an assignment of leaseholds to which a responsibility is attached is not a voluntary conveyance within the statute. In that case Lord Justice James intimated a doubt whether an assignment of leasehold property can ever be, strictly speaking, voluntary. The decision in this case, although sometimes doubted, was followed in *Ex parte Doble*; *In re Doble*, 26 W. R. 407, in *In re Lulham*; *Brinton v. Lulham*, 53 L. J. Ch. 98, and in *Harris v. Tubb*, L. R. 42 Ch. D. 79.

The result upon the whole case is that there must be a decree in favour of the plaintiffs declaring that the deed of assignment is null and void and that the leasehold properties purporting to be assigned thereby form part of the estate of Domenico Musso, deceased, and directing an account of the rents

and profits of the properties received by the defendant, with the usual accompaniments of such a direction.

With regard to the costs of the suit, as the litigation has been occasioned by no fault of the defendant but by the mistake of her husband, I do not like to decide the matter without giving the parties an opportunity of discussing the question of how the costs are to be charged and borne, if they should desire to do so. Either party will therefore have leave to apply in Chambers within 14 days from this date. If no such application is made, the plaintiffs will have their costs.

31st May.

IN APPELLATE JURISDICTION.

BEFORE SIR JOHN CARRINGTON (CHIEF JUSTICE) AND MR. JUSTICE WISE (PUISNE JUDGE).

THE CHINA MERCHANTS' STEAM NAVIGATION COMPANY, LIMITED, PLAINTIFFS AGAINST THE S. S. "POWAN," AND THE HONGKONG, CANTON, AND MACAO STEAMBOAT COMPANY, LIMITED, PLAINTIFFS AGAINST THE S. S. "KWANGLEE."

Mr. Francis, Q.C. (instructed by Mr. H. L. Denny, Crown Solicitor) said he appeared for appellants and Mr. Pollock (instructed by Messrs Deacon and Hastings) for respondents. The motion was under the provisions of Ordinance 13 of 1896, section 120, which regulated the Admiralty procedure of the Supreme Court. The appeal was in respect of Admiralty suits 1 and 2, 1898—China Merchants' Steam Navigation Company, plaintiffs, against the steamship *Powan*, and the Hongkong, Canton, and Macao Steamboat Company, Limited, plaintiffs, against the steamer *Kwanglee*—and the notice was as follows:—"Take notice that this Honourable Court will on Tuesday, the 31st day of May, 1898, at 10.30 o'clock in the forenoon, be moved by Mr. J. J. Francis, Q.C., counsel for the owners of the above named steamship *Kwanglee*, by way of appeal from a judgment of this Honourable Court in its Admiralty jurisdiction, delivered in the above actions on the 5th May instant, in so far as that judgment declares the said steamship the *Kwanglee* to be partly to blame for the collision, the subject matter of these suits, and decrees her to pay a moiety of the damages sustained by the steamship *Powan* and of the assessors' fees and to bear and pay her own costs in both suits, and in so far as the said judgment omitted to declare the said steamship *Powan* wholly to blame for the said collision, and to decree her to pay the whole of the damages sustained by the *Kwanglee*, together with the costs of both suits, and the assessors' fees; and the said counsel will move for a decree reversing the said judgment in so far as is hereinbefore mentioned, and for a decree declaring the steamship *Powan* her owners solely to blame for the said collision, and condemning her in full damages and costs." Subject to their lordships' consent his friend and himself respectfully suggested that it would be convenient to adjourn the hearing of that application till next Monday week. Their lordships would have to decide as to whether to sit with assessors or otherwise, or with one assessor or two, and to make the necessary arrangements.

Mr. Justice Wise—There is only one point. You are appealing with regard to the projecting 35 feet beyond the wharf?

Mr. Francis—I am appealing against the decision that the *Kwanglee* was to blame for the collision.

Mr. Justice Wise—That was the only point in which she was to blame.

Mr. Francis—Do you wish me to open out the matter in detail?

Mr. Justice Wise—If it is a pure point of law what do we want with assessors?

Mr. Francis said it might involve a question of experience. As to that portion of the findings in the judgment where the court, acting on the opinion of the assessors, declared that they ought to have had a stern light—that by the rules and regulations for the Prevention of Collisions at Sea they ought to have had a stern light as a matter of ordinary precaution—

Mr. Justice Wise—What is the number of the Article?

Mr. Francis—No. 29.

The Chief Justice—The Court held, I think, that it was a neglect of seamanlike precaution.

Mr. Francis—Yes, of ordinary seamanlike precaution. He added that that involved a question of fact and nautical skill, or their lordships might think it did. Their main contention, however, was that in all the cases which had been decided on that point and under that Article or corresponding Article of previous regulations, there was no case that went anything like as far as that.

Mr. Justice Wise—That is your main point?

Mr. Francis—That is our main point.

Mr. Justice Wise—All the other points were found in your favour.

Mr. Francis said yes. He added that they contended that the judgment commenced at the wrong end. They being the vessel at anchor and the *Powan* being in motion, for them to commence the judgment with an investigation of the conduct and behaviour of the *Kwanglee* and the people on her was to commence from a point which almost inevitably led to a wrong conclusion. They were at anchor, and the *Powan* was therefore *prima facie* to blame. And their statement was that the court ought to have decided on certain facts about which it really expressed an opinion and did not arrive at a decision—that was as to whether there ever was a steam launch in the way of the *Powan* or not—whether or not the captain and officers of the *Powan* were in their places at the proper time, and that if these points had been considered and decided it would have led to the inevitable conclusion that the *Powan* was solely to blame, and that under the circumstances the collision would have taken place if they had had 50 lights on their stern. And therefore the absence of light in no way in point of fact contributed to the collision. The misconduct and negligence on board the *Powan* were so great that the collision would have taken place no matter what number of lights they had had or how their stern had been lighted up. They were going at such a speed and the conduct of the vessel was so negligent that there must have been a collision under any circumstances. They contended that a careful examination of the whole of the case, one of the vessels being at anchor and the other in motion, would show by comparison that the *Powan* should have been found wholly to blame. As they disputed the finding that it was a neglect of an ordinary seamanlike precaution under the circumstances not to have a light at the stern, their lordships would probably think it advisable to have an assessor or assessors.

Mr. Justice Wise—That is what I wanted to know. If it was a pure question of law I did not see the necessity of having an assessor.

The hearing was ultimately fixed for the 13th of June, the court to nominate assessors if the parties are unable to agree with regard to them.

1st June.

THE WEISING LOTTERY PROSECUTIONS.

Mr. Francis, Q.C. (instructed by Messrs. Deacon and Hastings), who appeared for the appellant, said this was an appeal from the decision of the Acting Police Magistrate, and the appeal was brought under the provisions of part 7 of the Magistrates' Ordinance, sections 104 to 106. It was an appeal on a question of fact. An application was made to the Magistrate for a rehearing. The Magistrate granted a certificate, and that certificate had been filed. The original depositions had been forwarded to their lordships, and notice had been filed and served upon respondent, Inspector Hanson. The notice recited that on the 11th May defendants were convicted of keeping a common gaming house at 110, Jervois Street, on the 19th April, each of them being sentenced to three months' imprisonment with hard labour and in addition fined \$1,000, or in default of payment six months' imprisonment each, such imprisonment to be consecutive, and it was contended that there was not sufficient evidence to justify the findings. Mr. Francis, continuing, said the proceedings extended over a considerable number of days in the Police Court, and five persons were con-

victed, each of them as being in a position of a keeper of a common gaming house. Their names were Fung Wun, Fung Ying, Lo Yui, Fung Ho Tsun, and Lo Cheung.

The Chief Justice—You do not contend that there can be only one keeper of a common gaming house?

Mr. Francis said no, but the question was whether there was any evidence to justify the finding of any or all of these people guilty within the definition of "keepers of a common gaming house" as contained in the Ordinance or whether there were certainly some of those who had been convicted by the Magistrate who did not come within that definition at all. Might he assume that their lordships had read over the depositions or looked at them?

Mr. Justice Wise—Yes, I have done so.

Mr. Francis said he did not intend to contend for a moment that the house, or rather the front room on the second floor of 110, Jervois street, did not come within the definition "common gaming house." It was perfectly clear, he admitted, on the evidence that the room was being used at that time for the purpose of carrying on the business in connection with the Weising Lottery and it was equally clear, he at once admitted, that the room came within the definition contained in the Ordinance on common gaming houses. Lottery tickets, letters, etc., were found in the room, which showed clearly that somebody was occupying it who was assisting in carrying on the Weising lottery business. He thought it was clear, too, from the correspondence, etc., that the business which was being carried on there was emphatically an agency for a Weising lottery house in Macao. There could be no joint offence in this case. There might be more than one person in the position of keeper. Their contention was not that there was no evidence, but that there was not sufficient evidence to justify a conviction against first defendant, and that there was no evidence whatever against the other four. There was no evidence to show that any one of the other four had the care or management of the place, or were in any manner assisting in conducting the business of such place or keeping watch about the same. Of course "the business" referred to must mean lottery business.

The Chief Justice—Then you place all the other four in the same position?

Mr. Francis said yes. There might be a scintilla of evidence in the case for the prosecution against the second defendant from the simple fact that he was found with a paper in his hand on which were certain figures; but that evidence was entirely displaced by the evidence for the defence, which clearly showed that the man was an entire stranger to the occupation of the place, that he was engaged in the management of a pawnbroking business in Macao, and had only come over on that day on the death of his son.

The Chief Justice—On that point he may be suspected of being connected with the head office in Macao, but there may be no proof.

Mr. Francis drew attention to the fact that with reference to the offence of keeping a gaming house there was no presumption as there was against anybody against whom a conviction was sought for frequenting a gambling house. If these four persons had been charged under section 8 the simple fact of their having been found in the house would have established the presumption in point of law that they were there for the purpose of gaming.

After a little further argument,

The Chief Justice remarked that the Court thought the cases were distinguishable.

Mr. Francis assented.

The Chief Justice said each case was to be taken separately as some were in a better position than others, and asked Inspector Hanson whether he could show cause against a rehearing.

Inspector Hanson was not in a position to do this, and

An order for re-hearing was made on the depositions taken, Thursday, June 9th, being fixed for the case.

We hear that a project for the laying of a tramway through the city from east to west is likely to be launched shortly. It is proposed that electricity shall be the motive power.

SPANISH-AMERICAN WAR.

CONSUL WILLIAMS IN HONGKONG.

THE AMERICANS AND THEIR NATIVE ALLIES.

THE SPANISH GOVERNMENT AND AGUINALDO.

HOW HE TREATED THEIR ENVOYS.

THE FEELING TOWARDS THE SPANISH ADMIRAL.

SOUVENIRS FROM THE "REINA CRISTINA."

30th May.

For the past few days we have been expecting the arrival of the *MacCulloch* with news from Manila, but in her stead Admiral Dewey sent the transport *Zafiro*, which anchored in Kowloon Bay at about half-past ten on Friday evening. There being now practically no danger of the despatch vessel being intercepted by the enemy it is more than likely that the *Zafiro* will make the runs in future, as she consumes much less coal than the *MacCulloch*, a most important consideration. The erstwhile harmless British steamer has now a couple of machine guns on the bridge and two on the deck astern. As our readers will be aware, some of the former crew of the *Zafiro* remained with her when taken over by the Americans, and there was a rumour on Saturday that warrants for the apprehension of those now on shore had been issued for a breach of the neutrality regulations, a rumour, however, for which there was no foundation.

As relics of the naval battle the *Zafiro* brought over a couple of 6-pounder cartridges and a 3-pounder shell and cartridge taken from the deck of the *Reina Cristina* after she had been put *hors de combat*. They are now on view at the new Victoria Hotel.

Last Tuesday the *Zafiro* under orders from the Admiral cut the cable connecting Manila with Iloilo, the two ends being buoyed and a long length taken on board.

The *Zafiro* starts on her return voyage to Manila to-day.

Among those who came over with her were Mr. Williams, late American Consul-General at Manila, and Captain Gridley, commander of the *Olympia*. The latter is returning home on sick leave. He left for San Francisco by the *Coptic* on Saturday. He has been succeeded by Commander Lambton.

There is nothing very special to report as to the state of affairs at the Philippines, and it is not likely that any further important step will be taken until the arrival of the troops from San Francisco, which troops, by the way, are expected to reach Manila on June 14th. The arrival of the transports with supplies both of ammunition and provisions is anxiously awaited. The natives have made themselves useful by providing the fleet with fruit, which of course has been very acceptable.

The best of feeling exists between the Americans and the natives. The organisation of the latter is being rapidly proceeded with by General Aguinaldo, who has gathered several thousands of them in and around Cavite. As yet only between 4,000 and 5,000 are provided with rifles. One day last week they captured a couple of bullock carts filled with rifles, etc., from the Spaniards.

The Spanish Government in the Philippines have tried hard to wean Aguinaldo and his followers from their allegiance to the Americans. Soon after Aguinaldo arrived the Governor-General sent a couple of Jesuit priests to him and promised him all the reforms he asked for, including autonomy for his people, also endeavouring to buy him over to their side. Aguinaldo in reply said he had laid down his arms once before when the Government made exactly the same promises. They, however, did not carry out one of their promises and only handed over half the money promised them for laying down their arms. He accordingly declined to negotiate any more.

Undeterred by this refusal, the next day the Governor-General sent a couple of wealthy natives—members of the Provisional Council which has been formed—to Aguinaldo. They entreated him as Filipinos not to array himself against "Most Christian Spain" and on the side of those opposed to him in religion. Aguinaldo, however, refused to converse with them on the subject. He informed them that he had allowed the Jesuit priests to return, but he did not intend to treat them in the same way. No harm should befall them, but for making treasonable proposals to him he should detain them until the end of the war, when they would be tried by process of law. The following day two more native members of the Provisional Council arrived, thinking no doubt that on account of the non-arrival of the others their propositions were being entertained. These also were placed under arrest, and Aguinaldo informed the Governor-General that if he wished to quarter the whole of the Provisional Council on him he was well able to take care of them.

The Spanish Government seek to curry favour with the natives by making them Governors of provinces, the Spaniards who held the posts having been withdrawn, and bestowing upon them the title of Colonel. A Filipino has been made Governor of Cavite province on the understanding that he is to protect that side of Manila from attack against any force Aguinaldo might bring against him. The Provincial Governor, however, sent him word that he did not want any trouble, and accordingly withdrew what troops he had and went to the other side of the district.

Some little excitement was caused at Cavite on the evening of the 20th of May by a report that the Spaniards contemplated an attack on the city, and in consequence the Americans held themselves in readiness to repulse the attack, the *Callao* being placed in such a position that she could sweep with her guns the narrow neck of land between Cavite and Manila. The evening passed off, however, without incident. On the night of the 23rd there was some musketry firing, but a couple of shots from the *MacCulloch* put a stop to it.

In addition to the hospitals at present in existence at Cavite Admiral Dewey proposes to establish a naval hospital there. So far there has been a remarkable absence of sickness in the fleet. As an instance we may mention that out of the 400 and odd men on the *Baltimore* not one is laid up. Indeed throughout the whole fleet there are only between 30 and 40 on the sick list.

When the *Zafiro* left Cavite none of the British residents in Manila had availed themselves of the permission accorded them by Admiral Dewey to remove to Cavite. Apparently Manila is a more desirable place of residence than Cavite, and the British residents will probably not remove until the last moment.

For some reason or other it has been given out as a fact that the *Baltimore* suffered severely during the naval battle, one Spanish report going so far as to state that she was so riddled with shot that the Americans scuttled her. Consul Williams informs us, however, that beyond the tearing up of some of the slippers (causing some of the crew to receive flesh wounds) by a five-inch shell the *Baltimore* sustained no damage, whilst some of the vessels were absolutely untouched. The *Petrel* though the staunchest fighter in the fleet, was among the latter.

Alluding to the reported court-martialing of the Spanish Admiral, Consul Williams remarked, "I do not believe it. Last week he was out driving and seemed all right, and I cannot think the charge is a serious one. As a matter of fact he does not deserve to be court-martialled. He fought bravely. If he had not been a brave man he would not have tackled us a second time, after the severe drubbing we gave him before we stopped for breakfast."

Consul Williams had not heard of the Captain of the *Callao* being shot yet. He says there is great indignation felt towards him in Manila and there is a demand that he shall be executed, but he cannot think the demand will be acceded to, as it would have been madness for him to take any other course than he did.

THE NEUTRALITY OF HONGKONG.

SEIZURE OF STORES FOR THE "ZAFIRO."

ARRIVAL OF THE "PIQUE."

THE FEELING TOWARDS THE BRITISH IN MANILA.

31st May.

It would appear that the Hongkong police have got it into their heads that while the despatch vessels from the American fleet have been anchored in Kowloon Bay the neutrality regulations have not been strictly observed by some of the inhabitants; accordingly a sharp look-out has been kept on all launches plying between the shore and the American vessels. Of course it is necessary as a matter of fair play that efforts should be made to carry out the provisions mentioned in the Governor's proclamation of neutrality, but this is a duty which should only be entrusted to officers of experience, as raw hands are likely to arouse much unpleasantness on account of their lack of the tact and discretion essential in the performance of such a task. If all we hear be true, however, we are afraid some unnecessary friction has been caused by those who have had this matter in hand. On Sunday evening Consul-General Wildman with a party of ladies and gentlemen set out for a blow in the Bay, but they had not gone far before a police launch called upon them to stand to. The police then went on board, and notwithstanding Consul Wildman's solemn assertion that there was nothing contraband on the vessel a search was instituted, and no hole or corner passed over, but without result. On Saturday evening, a lighter and one or two junks belonging to the comprador A. Tee were seized, together with the steam launch towing the flotilla out to the Bay. The total value of the stores seized amounts to about \$5,000. There seems to be some misapprehension as to the nature of these stores. We are informed that before the *Zafiro* left Manila, the officers of the various U.S. cruisers commissioned one or two of their number to bring off some of the luxuries of life of which they have been deprived by their prolonged stay in Philippine waters. These are not naval stores in any sense of the word—merely personal effects, luxuries for the most part, of the American officers. We are informed there was nothing contraband, and the seizure is likely to cause much irritation, so much so that the base of supplies of this nature will probably be transferred from Hongkong to Amoy or some other of the coast ports. Already, we have good authority for stating, the U.S. squadron has spent over one and a-half millions of dollars in Hongkong; and, if nothing contraband is being smuggled on board the despatch vessels, it will be a pity if this lucrative business is lost to the colony. On Sunday afternoon the police seized, and detained in the basin at Tsimshatsui, three cargo boats with provisions, the property of the Man Loong firm; a launch, the property of the Ching On firm, No. 7, Jubilee Street, and a cargo boat, belonging to the Fuk Kee firm, No. 9, Pottinger Street. The master of a launch containing coolies, who were engaged to transfer the coal from a lighter alongside the *Zafiro* to the ship, was arrested, and at the Magistracy yesterday was fined \$25 for a breach of the harbour regulations, in having left the waters of the colony without having the necessary permit. Yesterday morning, H. E. Major-General Black (the Acting Governor), Mr. T. Sercombe Smith (the Acting Colonial Secretary), and Captain Superintendent May, held a consultation, and the result of that conference was that the cargo boats and the launch in the basin at Tsimshatsui were released. The *Zafiro* left for Manila yesterday afternoon, Consul Williams being on board.

Yesterday morning H.M.S. *Pique* arrived in the harbour, preparatory to going home. As our readers will be aware, she is being replaced on the China station by the *Hermitone*. The *Pique* left Hongkong somewhat hurriedly at noon on May 16th, the authorities having had an inkling that the position of the British residents at Iloilo had become somewhat pre-

carious. She reached Iloilo in three days, and after being placed in quarantine for 24 hours was allowed to have communication with the shore. Of the 60 Europeans other than Spanish residents of Iloilo 30 are British, and the latter were delighted to see the *Pique* and her officers. They had, however, no apprehensions as to their safety, though there were only about 100 Spanish soldiers in the town. The rebels were encamped about 60 miles away. Some commotion was caused in the town about a fortnight before the *Pique* arrived by the fact that the rebels approached within three miles of the town and raided a planter's place. The people at Iloilo have nothing to grumble at as regards their food supply, the only thing they are short of being refined sugar. There is plenty in the raw state. There are no war vessels at Iloilo, but the Spanish gunboat is supposed to be hiding up the river.

The *Pique* left Iloilo on May 23rd, and steaming slowly along the coast reached Manila Bay on the 25th, finding H.M.S. *Immortalité* and *Swift* there. The latter vessels keep up communication with the shore by means of a couple of launches, and the officers frequently take advantage of them in order to stretch their legs on terra firma. The officers of the *Pique* report, however, that—whether by the sanction of the Spanish authorities or not is not known—proclamations are frequently posted about Manila with the object of rousing a feeling against the British residents.

In the meantime the Americans are comfortably ensconced in the Bay. The vessels are besieged by small boats offering fruit and other acceptable commodities for sale, the humane conduct of Admiral Dewey having aroused the greatest confidence in him and his men. The sick list continues very low, though a communication received yesterday from a Spaniard in Manila speaks about small-pox, dysentery, and other afflictions having broken out among the men. By this time, however, we have learned to take all accounts with regard to the American fleet from the Spanish side *cum grano salis*.

The *Pique* left Manila on Friday night, and will probably leave for England this week end.

THE BLOCKADE OF MANILA.

FROM OUR OWN CORRESPONDENT.

Manila, 27th May, 1898.

The blockade of Manila still continues, the U. S. squadron anchored off Cavite keeping a close guard on the bay facing the city of Manila. At the same time, through the courtesy of the Americans, the residents are allowed many facilities, and the Americans have even gone so far as to carry a mail in the transport *Zafiro* from Manila to Hongkong. The Spaniards are undoubtedly profiting by the delay in the arrival of the American troops, for the greatest energy exists in every military department. Rifle trenches are being dug in such places as the Spanish anticipate their foe will land at, mostly facing the sea, and modern 9-pounder Krupp field pieces are being mounted. All the mountain batteries are being called in from the interior and the field batteries from the outskirts, and everything points to the fact that the Spanish intend to make a serious and vigorous defence. Amongst the soldiers, both officers and men, the greatest enthusiasm appears to exist, and they one and all look forward to meeting their American foes. The soldiers are all well armed with Mauser rifles and the Government appears to be treating them much better in the way of rations and quarters, etc., than it hitherto has thought necessary. In an interview I had recently with Captain-General Augustin, who is a remarkably fine type of a Spanish soldier, he gave me to understand that he had confidence in his officers and men and is determined to fight to the last. From the Spanish point of view it is a great pity that their position is not stronger, as they have only four 8-inch guns of 1870 pattern mounted on earth-works on the Luneta to reply to the fire of the many more modern and powerful guns of the American fleet. The bombardment, which presumably will take place to cover the landing of the American troops, will mean once more the wreck of Manila, and its quaint old fort and handsome cathedral will unfortunately be speedily knocked into ruins.

The Spanish have concentrated all their energies on defending the front of Manila; it may not have struck them that the Americans may choose to march from Cavite and assault it in the rear. The survivors of the crews of the men-of-war have been formed into a naval battalion on shore to man the batteries. In an interview I had with the Admiral yesterday, who was somewhat incensed on reading the account of an interview with him in one of your contemporaries, he, deprecating the comments of the interviewer, pointed out to me that the Americans state that the Spanish had about 1,000 killed and wounded. As the total number of men composing the crew of the Spanish men-of-war only amounted to 1,057, and there are a considerable number whom I myself this morning saw drilling, there is something radically wrong with the figures on one side or the other. The total number of wounded from the fight I have seen in the hospitals amounts to 25, but I believe a number were left at Cavite. Some natives report that an attempt was recently made by Spanish troops to recapture Cavite but was repulsed by the Americans with heavy loss. I have no confirmation of this. It is stated on very good authority that the Americans are sending not 5,000 but 15,000 troops and Reuter once again is somewhat inaccurate. It is to be trusted that they will arrive soon, as the present state of affairs is by no means pleasant.

The Spanish are considerably incensed against the British, and perhaps not without reason, if the impolitic articles that have appeared recently in some of the Hongkong papers be taken into account. It is not too much to say some of the statements, intended doubtless to be humorous, have jeopardised the lives of British subjects here. The Spanish mind, official or lay, cannot dissociate the nationality of the English and Americans—and to them they are the same. On Sunday last a vile placard, in MS., was posted on the Escolta, and was read by scores, denouncing the British, and it could not be accepted as a testimonial to the British Consul here, who has undertaken the task of protecting American interests.

Previous to the bombardment the American Admiral will allow twenty-four hours to enable British subjects and other foreigners to leave, and the British will proceed to Cavite, where they will be protected by the guns and crew of the *Immortalité*.

It is difficult to realise what the Spanish intend doing with their women and children to avoid the fearful consequences of the bombardment. They cannot be sent with safety into the interior, as the rebels are congregating everywhere over Luzon and are rapidly centering on Manila. After the manner in which the natives have been treated it can hardly be expected that they will be merciful to any Spanish civilians who may be unfortunate enough to fall into their clutches. There are thousands of women and children in Manila, and it seems a pity that the British Consul cannot negotiate with both combatants for their removal to a position of safety.

The Spanish are apparently placing too much reliance on professions of repentance on the part of a few leaders of the rebels. The rebels, they state, are with them and will defend the flag of Spain and its holy religion against the Americans. Consequently many of the natives are being armed by the Spanish and drilling and recruiting are going on everywhere. It seems wonderful that the Spanish are so misled as to believe in the protestations of a few wily rascals whose one aim is to obtain arms and to turn them against their old oppressors. The experiences that the natives have gone through, the vigours of martial law, should acquaint the authorities that such things cannot be forgotten in a day, nor is a sincere repentance engendered in an Asiatic mind by multitudes of promises when no other course is left open. The natives well know that Spanish promises under the circumstances, like those of a few other nations, are "like piccrusts, made to be broken," and the wrongs of the natives are too deep and bitter to be so easily assuaged.

Yesterday the Americans captured another small launch that was creeping into the bay, and from their position at Cavite they command the

whole of the bay. Two days ago they were at last able to find and pick up the cable to Iloilo, which they promptly cut, completely isolating the Spaniards from the outside world, as messages had previously been sent to Madrid via Labuan per steamer from Iloilo. The Spaniards expect help in the shape of four big cruisers, but it is very doubtful whether that help can be spared.

DEATH OF PRINCE KUNG.

[SPECIAL TELEGRAM TO THE "DAILY PRESS."]
SHANGHAI, 1st June.

Prince Kung died on Sunday.

[Prince Kung was an uncle of the Emperor of China and was for many years President of the Tsungli Yamen, from which office he retired some years ago.]

HONGKONG SANITARY BOARD.

THE PLAGUE AT AMOY.

On the afternoon of 31st May, a special meeting of the Hongkong Sanitary Board was held for the purpose of considering the advisability of recommending the Government to declare the port of Amoy infected with plague. The chair was occupied by Dr. J. M. Atkinson (President and Principal Civil Medical Officer), and there were also present the Hon. F. H. May (Captain-Superintendent of Police), Mr. E. W. Brewin (Acting Registrar General), and Dr. F. Clark (Medical Officer of Health).

The MEDICAL OFFICER OF HEALTH, who acted as secretary, read the business of the meeting, and a telegram from Amoy dated the 19th of May which said, "Sporadic cases of plague reported." A subsequent telegram, dated May 27th, said, "Bubonic plague at Amoy is now of an epidemic character."

The ACTING REGISTRAR-GENERAL—Are those from the Consul?

The MEDICAL OFFICER OF HEALTH—Yes.

The PRESIDENT said they had direct evidence of the existence of plague in an epidemic form at Amoy, and he proposed that the Board advise the Government to declare Amoy an infected port.

The MEDICAL OFFICER OF HEALTH seconded, and the motion was carried unanimously.

The Board then adjourned.

On the afternoon of 2nd June, a meeting of the Hongkong Sanitary Board was held. The chair was occupied by the President (Dr. J. M. Atkinson, Principal Civil Medical Officer), and there were also present the Vice-President (the Hon. F. H. May, Captain Superintendent of Police), the Director of Public Works (the Hon. R. D. Ormsby), the Acting Registrar-General (Mr. E. W. Brewin), the Medical Officer of Health (Dr. F. W. Clark), and the Colonial Veterinary Surgeon (Mr. C. Vivian Ladds), the last named acting as secretary.

MINUTES.

The minutes of the previous meeting were accepted as a correct record.

THE MANAGEMENT OF THE SLAUGHTER-HOUSES.

The COLONIAL VETERINARY SURGEON reported—"In accordance with the wish expressed in the Vice-President's minute dated 8.12.97, to the effect that in his opinion the Government should take over control of the slaughterhouses instead of farming them out by tender, I have the honour to report as follows, regretting that stress of work has prevented me from doing so before:—I see no insuperable difficulty against the proposal beyond the usual native objection to change "old custom," which might at first give rise to some little trouble; but when this is overcome the business could work smoothly and well, as in the case of the animal depôts. Under the present system the outlying districts of Kowloon, Shauiwan, Aberdeen, and Stanley are sublet by the contractor, and this method might be followed for a time should the above proposal be given effect to. I estimate that the gross revenue from slaughter-houses for the year 1899 will exceed \$56,000. The present farmer is only paying \$42,000. From this deduct \$8,500 for working expenses, and it leaves \$5,500 profit on the first year. These profits will rapidly increase year by year, whereas the cost of working will practically remain stationary." Then followed a list of

the numbers of animals slaughtered for each of the last ten years, the totals being 182,374 cattle, 115,083 sheep, and 1,263,738 swine. Continuing, the report said—"I estimate that the following staff at the salaries given will be required:—Inspector in charge \$1,440 on appointment, rising by annual increments of \$60 to \$1,800. Considering the responsibilities of the position and the large amount of money to be collected, I do not think that a salary of \$120 a month, rising in six years to \$150, is at all too much. The officer should be well paid and therefore placed above temptation. Shroff, \$360 on appointment, rising by annual increment of \$60 to \$600 per annum. Two assistant shroffs \$180 each on appointment, rising by annual increments of \$12 to \$240 per annum; two tallymen, one at \$180 the other at \$120 per annum; eight butchers at \$180 each per annum; eight butchers at \$120 each per annum; 12 butchers at \$96 per annum; four scavengers at \$84 each per annum; one stoker at \$84 per annum; firewood \$720; gas \$660; incidentals \$300. This totals up to \$8,352, and as I may have overlooked some small item I recommend that provision be made in the estimates for 1899 for \$8,500 as working expenses should the Government decide to adopt the course of managing the slaughter houses instead of leasing them out as formerly. I do not think it would be necessary to provide any more quarters for the staff, except some for the inspector in charge, and until these are available the usual house allowance of \$20 a month should be given in lieu of it."

The following minutes were appended:—

The MEDICAL OFFICER OF HEALTH—I approve of the scheme.

The DIRECTOR OF PUBLIC WORKS—Before expressing an opinion I should like to have full details of how the Veterinary Surgeon's estimates both of revenue and expenditure are arrived at. As now put forward the scheme seems a good one.

The ACTING REGISTRAR-GENERAL—What practical advantages are expected to follow from this change? None are stated in these papers.

The VICE-PRESIDENT—The advantage is that the profit which the lessee now makes will go into the Treasury instead of into his greasy pocket. I should like to see the estimate of revenue in more detail, however.

The PRESIDENT—This should be considered in connection with the estimates now in course of preparation.

The MEDICAL OFFICER OF HEALTH in a subsequent minute—Details of expenditure are already given by the Colonial Veterinary Surgeon in his letter. Revenue is arrived at by multiplying the number of animals slaughtered by the fee paid for each, as provided for in section 5 of schedule B, of Ordinance 17, 1887.

A discussion followed.

The PRESIDENT said that this matter was before the Board in 1897, and the general opinion then seemed to be that it would be advisable for the slaughter-houses to be under the Board's control, and he thought it was postponed until the estimates were considered. Of course a new staff would be required. The Colonial Veterinary Surgeon recommended that provision should be made in the estimates for the amount required, and that the Board should take control over the staff.

The ACTING REGISTRAR-GENERAL asked what sort of competition there had been for the position of lessee. Had there been more than one tender?

The COLONIAL VETERINARY SURGEON said there had not been much. There had really only been one tender.

The ACTING REGISTRAR-GENERAL—And it has been the same man for some years?

The COLONIAL VETERINARY SURGEON—The same man has had it I think for two years.

The VICE-PRESIDENT said he wrote that one of the reasons for wishing to bring about the change was that the Government would benefit by it. That was not the only reason nor the best reason. One of the best reasons was that the entire food supply of the colony was in the hands of the contractor whilst it ought to be under the supervision of the Board. He begged to move that provision be made in the estimates, and that the Government be asked to sanction the scheme and vote the money.

The DIRECTOR OF PUBLIC WORKS said that on paper the scheme seemed too good to him. The reason he made the remark he did in the minute was that although the revenue might be clearly made out it seemed to him that the Veterinary Surgeon was possibly under-estimating the expenditure, and he would like it more clearly thought out; because even reducing the profits considerably the scheme would still be a good one. He noticed that a very small staff of scavenging coolies was provided. It seemed to him quite impossible for them to do the work of the slaughterhouse cleaning. He would like to know whether the Colonial Veterinary surgeon was aware what staff was employed daily now in doing the work, and whether he had provided quite as much or a little more?

The COLONIAL VETERINARY SURGEON—About the same. I think they will work better than the present staff because they will be superintended.

Answering the PRESIDENT, the COLONIAL VETERINARY SURGEON said he had based most of the scheme on the staff they at present employed.

The MEDICAL OFFICER OF HEALTH, in seconding, said that the fact that the change would still further safeguard the food supply of the colony was one of the most powerful reasons which could be adduced in its favour. It seemed to him most inadvisable that the slaughtering of all cattle should be in the hands of a contractor to make as much profit out of it as he could. Of course it was for the Government to decide whether the scheme was acceptable to them or not, and they would no doubt go thoroughly into the question before adopting a scheme of such magnitude.

The ACTING REGISTRAR-GENERAL thought they had got sufficient reasons now for making the change. At one time the only reason for the change seemed to be that Mr. Francis was in favour of it.

The motion was carried.

THE ANIMAL DEPOTS AT KENNEDYTOWN.

The COLONIAL VETERINARY SURGEON reported on May 23rd:—"I have the honour to report for the information of the Sanitary Board that owing to the recent large increase in the number of swine imported into the colony it is necessary that more accommodation be provided at Kennedytown Animal Depots for the housing of these animals. I therefore recommend that another shed of similar dimensions to the last new one be erected as soon as possible and that they both be partitioned off into pens (the existing one has not been so fitted) as are the other sheds on the terrace above."

Replying to a minute of the Acting Registrar General, the Colonial Veterinary Surgeon gave the following particulars:—total number of swine slaughtered in the colony for the year 1896 was 129,103 and for 1897 137,748. Accommodation is now provided for 1,840 head. The new shed would hold 560 head.

On the motion of the MEDICAL OFFICER OF HEALTH, seconded by the DIRECTOR OF PUBLIC WORKS, it was decided to recommend the Board to provide additional accommodation at Kennedytown for the housing of swine.

THE PLAGUE AT FORMOSA.

A return as to the plague at Formosa forwarded to the Colonial Secretary by Mr. Ernest A. Griffiths, H.M. Consul, showed that from April 1st to April 27th 317 cases were reported, and from April 28th to May 8th 205.

THE MORTALITY RETURNS.

The mortality returns for the week ended 21st May showed a death rate of 34.3 per thousand against one of 17.5 for the corresponding week last year, the rate for the week ending May 28th being 22.6 against 18.5.

The Board then went into committee to consider the estimates.

Many Chinese shopkeepers have been in the habit of eking out their incomes by letting their doorways to vendors in a small way. So general has the custom become that considerable inconvenience is caused to the public by these obstructions of the footpaths, and accordingly the police have taken the matter up. Sergeant Dymond has warned a great many offenders, and at the Magistracy on 1st June gave evidence against five, each of whom was fined \$5.

THE PLAGUE.

The weekly returns for the last eight weeks are as follows:—

Week ending	Cases.	Deaths.
April 9	106	87
" 16	97	92
" 23	127	109
" 30	119	114
May 7	164	133
" 14	179	157
" 21	112	107
" 28	63	61

During the present week the daily returns have been as follows:—

	Cases.	Deaths.
May 29	11	10
" 30	14	17
" 31	8	9
June 1	12	4
" 2	9	6

THE CAINE ROAD MURDER.

OZORIO COMMITTED FOR TRIAL.

At the Magistracy on 2nd June, before Commander Hastings, Joan da Matta Ozorio, clerk, was charged on remand with the wilful murder of Francisco Xavier de Jesus on the evening of May 9th. Mr. A. G. Romano (Portuguese Consul-General) again occupied a seat on the bench. Mr. Grist (Messrs. Wilkinson and Grist) appeared for defendant.

Inspector Hanson said—At 7.35 p.m. on the 9th of May I was in the charge room at the Central Police Station. I saw defendant enter by the door followed by witness Xavier and P.C. 631. As defendant advanced towards the bar he said in English "I have killed a man." He was detained and I left the station, making for No. 2, West Terrace. After the removal of the body and the searching of the verandah I returned to the station and procured the key of defendant's room. The key had been procured from defendant by Sergeant Gidley. I then went to No. 3, Caine road, to the rooms on the first floor which had been occupied by defendant. I found the wooden desk produced there, and I took from the desk and from a drawer in a dressing table 12 letters, which I produce together with the translations. On returning to the Police Station at about eleven o'clock the same night defendant was formally charged with the murder of Mr. Jesus. I read the charge over to him twice and cautioned him. As the man came in speaking English and as we conversed in English I took it that he understood the charge. I proceeded to take down what he was about to say, and then I determined to have a Portuguese interpreter. I accordingly sent for Mr. Pereira, who has acted as interpreter in the case since.

Miss Portario recalled, identified several of the letters produced as being in her handwriting, and certain press copies of letters as in the handwriting of defendant.

Mr. Pereira said he had made the translations produced and they were correct.

When asked by Commander Hastings of he had anything to say,

Defendant replied, "Nothing, sir."

He was then committed to take his trial on the charge of wilful murder.

THE PUBLIC WORKS REPORT FOR 1897.

The annual report of the Director of Public Works for 1897 is published in the *Gazette*. The Hon. R. D. Ormsby, who signs the report, did not arrive until October, and he quotes from a report submitted by Mr. Chatham, who was in charge of the department as Acting Director of Public Works for the greater part of the year, giving details of work done under the different headings and including Mr. Malsch's report on Crown lands and Mr. Crook's report on water and drainage works.

The report is a very full one and extremely interesting, but its great length and technical character prevent our reproducing it in full. We make the following brief extracts:—

"An area of 164 acres at Deep Water Bay has, with the consent of the Secretary of State for the Colonies, been leased to the Royal Hongkong Golf Club for the purposes of a golf links subject to an annual rental of \$100.

"Industrial Undertakings.—Satisfactory evidence of the progress of the colony as an industrial centre is afforded by the establishment of the new kerosine depot at North Point, the capacity of which is already being largely increased, and by the operations which are in active progress for the construction of a cement factory at Kowloon, cotton mills at East Point, and an extension of the Dock Company's premises at Kowloon.

Improvements, Recreation Ground, Happy Valley.—A considerable area of the extension of the Recreation Ground was turfed over and rendered available for use towards the end of the year. The delay in undertaking the diversion of the nullah where it crosses the extension has been due to the non-arrival of ironwork ordered from England in connection with the work, which is probably accounted for by the engineers' strike.

Gaol Extension.—The alterations of the old gaol buildings have been begun by pulling down the Wing, (known as D. Wing), which projected in an oblique direction into the south-west yard. This will admit of the erection of a convenient workshop, containing two floors, where the manufacture of matting, &c., can be carried on by the prisoners. Good progress is being made with the conversion of the associated cells into single cells and other minor improvements, the work being performed as far as possible with prison labour. A system of mains and hydrants has been laid throughout the old and new gaol premises for the purposes of fire extinction.

"Taipingshan Improvement.—Very satisfactory progress has been made with the laying out of the resumed area. Most of the lots are now available for the erection of buildings, and a contract has been entered into which provides for the formation of the whole of the remaining lots. It is hoped that the work will be completed by about the middle of 1898, with the exception of the surfacing of some of the streets and lanes, which it may be considered prudent to delay until after the houses have been built."

The following list is given of public works which must be considered and if possible provided for within the next few years:—

BUILDINGS.

The New Law Courts, the New Post Office and Treasury, a residence for the Governor at the Peak, improved and increased accommodation for the Police both at the East and West ends of the city, and a New Harbour Master's Office will absorb all available funds for building purposes for many years to come. It is therefore unnecessary to mention other minor wants. The above are undoubtedly the most pressing.

ROADS.

The completion of MacDonnell Road to its junction with Kennedy Road should be taken in hand next year. The plans for it are ready. A road from Wanchai Gap round the south side of Mount Nicholson and Cameron to Wongnei-chong Gap would be a very desirable addition to the roads in the Peak District, and would open up a beautiful part of the country, making access to Taitam and the eastern parts of the island from the higher levels easy. The comparatively level road from Plantation Road Station to Magazine Gap, to be completed in 1898, will much improve the latter locality as affording easier means of reaching Victoria by ricksha and tram, and may possibly lead to further building of European residences beyond Wanchai Gap to which this road will give access.

The possibility of constructing a road from Victoria Gap, level, or at an easy gradient, to the saddle between Victoria Peak and High West, and then down by the north face of the mountain to a point on the Peak Road, should be ascertained. Such a road would give access to splendid building sites.

The Victoria Jubilee Road round the Island will soon be in progress and its completion in a few years will prove an immense boon to the whole population of the colony, European and native. If followed, as no doubt it will be in time, by a road side tramway, the overcrowding of Victoria will probably be relieved by many of the better class of Chinese and Eurasians moving out to the suburbs.

The roads in Kowloon are being pushed on, and should be liberally provided for annually, until the Yau-mati Road on the West, and the Hung Hom Road on the East respectively.

reach the boundary; while the cross road from Yaumati by the wells is carried on to the road on the East.

WATER WORKS.

Mr. Cooper's able and exhaustive report of 1896 on the water supply goes very fully into the works that may be necessary to meet future requirements. On the completion of Wongnei-chong reservoir, the additional reservoirs described in paragraphs 155 to 159 of Mr. Cooper's report should be undertaken, in view of the rapidly increasing population of the city.

RECLAMATION WORKS.

The first work of this description to be provided for in the early future is at Taikoktsui. Surveys have not yet been made, but a mere inspection of the locality makes it plain that such a work would not only be easy of execution but very beneficial, and probably extremely remunerative owing to the large extent of land to be reclaimed for a comparatively small expenditure. Stone and earth for the work are close at hand, while the levelling of the hills immediately above the Taikoktsui village would make it possible to lay out that locality in the way that Yaumati and Mongkoktsui have been treated, and satisfactorily provide for the boat-building population of the colony, hitherto frequently shifted from place to place, and occupying foreshore as squatters wherever it has been permitted. If a large proportion of the working coolie population of Hongkong can find quarters and inducements to live at the Kowloon side, in well drained, airy streets, built as they are being built with modern ideas of sanitation, and with the experience of the errors of the past before our eyes, instead of in the dangerously overcrowded rookeries of China-town in Victoria, the benefit to the majority of the population of the colony will be great. The reclamation of the foreshore beyond Arsenal Street to East Point is a work bound to follow on the completion of the present works to the west, say, in three years' time. Owing to the shallowness of the water, the cost would be much less than the cost of the reclamation to the west, and the work is certain to prove remunerative, but it is a large question and how it should be undertaken and financed requires much consideration. In connection with the construction of the Victoria Jubilee Road, a very useful and profitable work can be done near Aberdeen, namely, the reclamation of the tidal flat adjoining the existing road to Little Hongkong. This salt water marsh or tidal flat is credited, without much reason, with causing fever in the locality, and even in somewhat distant parts of the Peak District. However this may be, it will certainly be an advantage to reclaim it, to keep out the tides, and after it has been sweetened by being kept for a time as a fresh water lake, turning it into rice fields. This work can be done as part of the new road at little or no additional expense. The area that can be reclaimed is from 30 to 40 acres.

MISCELLANEOUS.

Among miscellaneous works to be done, when funds are available, may be mentioned the erection of a clock tower at the base of the New Pedder's Wharf, and the removal of the existing structure in Queen's Road, where it is of little or no use and a serious impediment to traffic. In the position proposed and approved for the new tower, it would be useful to the whole population and to the shipping in the harbour, especially if well lit up at night. It is therefore to be hoped the necessary funds will soon be forthcoming. The cost is estimated approximately at \$30,000. For such an object possibly some of the wealthy citizens of the colony may come forward and provide the means, and while perpetuating their names earn the gratitude of not only this but of coming generations.

Something should be done towards providing a pure water supply for villages outside the system in Hongkong and Kowloon. This can be done by sinking new wells at some distance from the dwellings, and lining them with concrete or masonry in cement for a certain depth, and then closing the existing wells which are usually close to the houses or pig-sties, unlined and receiving all the surface washings and sewage.

An estimate and plan for washing tanks in the Nullah at Tai Hang will be submitted for consideration. It is roughly estimated that an

expenditure of \$4,000 to \$5,000 will provide means for 25 washermen at a time to wash clothes in clean water.

MR. CHATHAM.

Under the heading of departmental and personal "the following reference is made to Mr. Chatham:—

"During the period that elapsed between the departure of Mr. Cooper and Mr. Ormsby's arrival, Mr. W. Chatham, Senior Executive Engineer, acted as Director of Public Works, and on him fell the arduous duties connected with the Jubilee Celebration. His service during the six months he held the appointment met with the high approval of His Excellency Sir William Robinson, and his connection with the Jubilee Celebrations was deservedly recognised by the presentation of a gold medal."

THE POST OFFICE IN 1897.

The report by the Hon. A. M. Thomson, Postmaster General, on the British postal service in Hongkong and China during the year 1897 is published in the *Gazette*, from which we make the following extracts:—

Compared with 1896 the amount of international correspondence shows an increase of 100,740 ordinary letters, and post cards despatched and 103,310 received; 15,360 newspapers and other articles despatched and 278,720 received; 38,910 registered articles despatched and 650 received. Local correspondence despatched shows an increase of 1,390 ordinary letters and post cards, and 9,930 registered articles; but a decrease of 1,740 newspapers and other articles. While that received shows a decrease of 45,060 letters and post cards and 17,070 newspapers, &c., but an increase of 1,980 registered articles.

The monthly sale of stamps at Hongkong, as compared with 1896, shows an increased sale of \$19,476.04, the average monthly sale being a little over \$15,000 as against a little under \$13,500 in 1896.

The revenue and expenditure for the year, compared with 1896, shows a net increase in the revenue of \$23,336.16 and in the expenditure of \$18,799.12; the balance of revenue over expenditure being \$61,536.20—an increase of \$4,537.04 above that shown in 1896.

In February last the Imperial Chinese Post Office was established, and a conference was held in May between representatives of that administration and of the Straits Settlements and myself.

Agreements for facilitating the transmission of correspondence, &c., were discussed and subsequently given effect to.

I inspected the British Postal Agencies in China finishing with Hoihow in January last and found everything satisfactory, although later last year an inspection by an officer in the Local Audit found that one branch was not so carefully administered as it might have been.

A contract was made with the Hongkong, Canton and Macao Steamboat Company in May for the carriage of mails between the three ports, and as a result I was enabled to deal with the question of Chinese correspondence which had formerly been smuggled out of and into the colony. I estimate the increase of revenue on that account at about \$5,000.

The question of accommodation is more pressing than ever, since there has been a very large increase of postal business in the last two or three years. The following comparative table of revenue during five years will show this increase almost exactly:—

1893...	\$167,600
1894...	192,170
1895...	244,450
1896...	245,280
1897...	268,600

The experience of the first four months of the current year shows that the revenue will exceed \$320,000.

As an instance of improvement arising from proper provision in the above respect I may state that the Registration Branch is now performing its work with as perfect accuracy as can be attained, no trouble as in the past having arisen for a good few months on account of loss of letters or other articles. I therefore hope that Government will press on the construction of a new office without delay.

I may also call attention to the salaries of the subordinate officers though as I have had no complaint I did not consider it necessary to

represent anything to Government specially on the subject. As an instance, the comprador is paid only \$480 while he has to find security for \$1,000, handles over \$200,000 of Government money per annum, and is responsible for the conduct of the Chinese staff of over 36 servants.

The postmen too, who are supposed to be able to read and write Chinese to a certain extent, get very meagre pay—not more in a great many cases than a house coolie, and it is therefore not a matter of surprise that the local delivery service is not so perfect as it might be, were better educated men engaged.

VICTORIA RECREATION CLUB.

ANNUAL GENERAL MEETING.

THE NEW SITE.

The annual general meeting in connection with the Victoria Recreation Club was held on the 31st May in the club gymnasium. Commander W. C. H. Hastings presided, and he was supported by Messrs. R. K. Leigh, G. L. Duncan, T. H. Reid, E. Bischoff, W. H. Potts (hon. treasurer), and W. Machell (acting hon. secretary). There was a fair attendance.

The CHAIRMAN said they had had the report in their hands for some time, and he proposed to take the usual course and take it as read. Before moving the passing of the accounts there were just a few words he had to say with reference to the new site. The existence of the club depended upon the new site being obtained. For some time they had been negotiating with the naval authorities, who had been most kind. The warmest thanks of the club were due to Commodore Holland for his kindness and activity on their behalf. (Hear, hear.) The committee had finally decided to hand over all the negotiations to Mr. Leigh, who was in possession of all the details. It had been mentioned from time to time that the bar profits were very considerable there. As a matter of fact they were their principal stand by, and as a matter of fact also there was no place in the colony where they could get a cheaper drink. Of course they could reduce the price of the drinks. If members were prepared to come down with an annual subscription of \$25 it could be done, but not otherwise. He thought they had much better go on as they were doing, and he thought the members would be of the same opinion. (Hear, hear.) With reference to rule 15, it was not altered last year by an oversight. With reference to rule 29, the proposed alteration was merely to put the committee on the same footing as every other club committee in the colony. The committee were elected by the members, and they could trust them to see that no members remained in the club who were not a credit to it. In reference to the new President, it was proposed to allow that to stand over until the arrival of Sir Henry Blake in the colony. During the year the secretaryship had been in the hands of Messrs. Fritz Lammert, Armstrong, Reid, and Machell, to all of whom they owed their warmest thanks. They especially owed their thanks to Mr. Machell. (Applause.) He took up the post in October last, and worked them through a very successful regatta and athletic sports. It was proposed to hold the usual launch excursion when the state of the tide did not permit of bathing. He should be glad to answer any question before moving the adoption of the report. He would ask Mr. Leigh to say a few words.

Mr. LEIGH said that in order to expedite matters it was decided to leave the negotiations as to the new site in his hands. They would see the following in the report signed by himself and Mr. de Souza and Mr. Armstrong as Bath-House Sub-Committee:— "Negotiations have been carried on during the year with reference to a grant of land out of the Naval Reclamation to the V. R. C. on which new club premises can be built." Since this was written he had had a further letter which only confirmed his opinion that they would be able to bring the negotiations to a successful termination. If what was now proposed was granted, and he thought it would be, he could only say that the club would have a very fine property on which to build bath-house, club, and gymnasium, and the site would be handed

over to them free of expense—(applause)—by the naval authorities, so that their warmest thanks were due to them. (Hear, hear). It still had to go home and be definitely settled by the home authorities.

The CHAIRMAN—I move the passing of the accounts and reports.

Mr. W. S. BAILEY seconded and the proposition was carried unanimously.

THE NEW RULES.

Two new rules were then brought before the meeting.

In the one case it was proposed that rule 15 should read as follows, the only alteration from the old rule being the substitution of April for May:—"No member shall after the 1st April in any year participate in any of the advantages or privileges of the club, or vote upon any question, until he shall have paid what may be due from him for subscription. And any resident member who has not on the 31st December paid his subscription for the current year shall cease to be a member of the club, unless he be absent from the colony and shall on his return give the committee a satisfactory reason why his subscription remained unpaid."

The ACTING HON. SECRETARY said that this rule was really nothing new at all. Last year there was an alteration with regard to the payment of subscriptions, and having altered rule 12 rule 15 should have been altered at the same time. The only difference was that the first of April was substituted for the first of May. The alteration was proposed merely to bring the rule into line with rule 12 as altered last year, so as to get the accounts in earlier. Hitherto it had been a difficult matter to get the accounts ready for that meeting, and the alteration had this year proved very useful.

The CHAIRMAN proposed the alteration.

Mr. HAYWARD seconded, and the proposition was carried.

The ACTING HON. SECRETARY said the next rule was rule 29. The old rule read: "Any infraction of the rules and regulations shall be taken immediate cognizance of by the Committee and any member whose conduct, in or out of the club, after his election, shall, in the opinion of the committee, be derogatory to him as a gentleman, shall be subject to expulsion, under the award of a general meeting, to be convened for the purpose of investigating the circumstances of the case. The opinion of the general committee to be obtained by open voting, when, if two-thirds of those present decide that the offending member has merited expulsion, he shall cease to be a member of the club, and notification thereof shall be sent to him by the secretary—the proportion of his annual subscription being returned to him." The new rule proposed was:—"Any infraction of the rules and regulations shall be taken immediate cognizance of by the committee and any member whose conduct, in or out of the club, after his election, shall, in the opinion of the committee, be derogatory to him as a gentleman, shall be subject to expulsion, and notification thereof shall be sent to him by the secretary—the proportion of his annual subscription being returned to him." As the Chairman had told them, this was to put the committee on the same footing as the committees of other clubs in the colony. It was to provide for the expelling of a member to rest with the committee. As the Chairman reminded them, the members elected the committee, and it was thought that they might with confidence leave such matters with them, so as to obviate the necessity of calling perhaps two or three general meetings.

The CHAIRMAN proposed that the new rule pass.

This was seconded and carried unanimously.

ELECTION OF OFFICERS, ETC.

Mr. REID said the next business before the meeting was the election of chairman. He thought they had been most fortunate in their selection of chairman since Mr. Wodehouse held the post, and they could not do better than re-elect Captain Hastings. (Applause.) Capt. Hastings had taken great interest in every branch of the club, and had taken an active part in the promotion of the new site. Therefore he had much pleasure in proposing that he be chairman for the ensuing year. (Applause.)

Mr. LEIGH seconded.

Mr. W. S. BAILEY supported.

The motion was carried unanimously.

The CHAIRMAN—I thank you very much for the honour you have done me.

The CHAIRMAN said the next business was the election of treasurer. Their old and tried friend Mr. Potts had occupied the post, and he did not think they could do better than re-elect him.

Mr. Potts was unanimously re-elected, on the motion of the CHAIRMAN.

The CHAIRMAN said the next business was to elect a secretary. He was sorry to say Mr. Machell was going home in August. He had kindly promised to act until then, but they must get someone to succeed him. If any body would make a suggestion the committee would be glad to hear it.

One or two names were mentioned, but on the motion of Mr. Reid Mr. Machell was re-elected, it being left with the committee to appoint a successor when Mr. Machell leaves the colony.

The voting for the committee resulted in the election of the following:—Messrs. E. D. Sanders, M. A. A. Souza, R. K. Leigh, W. Armstrong, A. Denison, G. A. Caldwell, G. L. Duncan, T. H. Reid, and W. S. Bailey.

The following were appointed balloting committee:—Messrs. C. McD. Smart, W. A. Stopani, T. Meek, H. E. Mackenzie, G. Mollison, J. Reidie, M. McIver, A. Donald, A. P. Nobbs, F. Lammert.

VOTES OF THANKS.

Mr. E. D. SANDERS thought the Committee for the last year deserved a very cordial vote of thanks for the manner in which they had managed the affairs of the club. (Hear, hear). The club had never been in a more prosperous state than it was in now. What they required to do was to raise a reserve fund for the erection of the buildings on the new site.

The CHAIRMAN said he was sure they were all very much obliged to Mr. Sanders for his kind remarks and to the members for the cordial way in which they had received them. Mr. Machell was the moving spirit. He had worked uncommonly hard, having been at it early and late. (Hear, hear).

A vote of thanks to the Chairman concluded the proceedings.

THE RIFLE ASSOCIATION'S ANNUAL MEETING.

The annual meeting of the Hongkong Rifle Association was held on Saturday and Monday last. The weather was favourable, except that the heat was somewhat trying, and considerable interest was evinced in the various competitions. The meeting was in every respect a success, thanks mainly to the untiring exertions of the Hon. Secretaries, Captain Chapman and Mr. Mowbray S. Northcote.

The prizes in the Ladies' Nomination event were presented to the winners on Monday afternoon by Mrs. Holland.

The following are the scores:—

QUEEN'S 1ST STAGE.—Distance 200 yds. Members only. No of Shots—Seven. Entrance 50 cents. Three prizes value 70 per cent. of the Entries with \$5 added. Position—Standing or Kneeling. Martini Henry Rifles allowed 2 points.

Corpl. Eddy, R.E.	33
G. H. Coles, R.N.	31
2nd Corpl. Hills, R.E.	31
2nd Corpl. Ledingham, R.E.	30
Corp. Jenner, R.E.	30
C. S. M. Wallace	29
Sergt. Bowery, R.E.	28
F. Melhuish	28
E. C. Shepherd	28
Sapper Clarke, R.E.	28
Capt. Warren, R.A.	28
Pte. Thornton, K.O.R.	26
G. P. Lammert	24

MARTINI-HENRY CARBINE COMPETITION.—Distance 200 yards. Members only. No of Shots—Seven. Entrance 50 cents. Three prizes value 50 per cent. of the Entries with \$5 added.

A. H. Skelton	30
G. P. Lammert	29
F. Coyle	23
H. Crombie	21
M. S. Northcote	21
W. Hart	16
D. Macdonald	15

Q.-M.-S. Watling... 13

A. H. Toller... 11

LADIES' NOMINATION.—Open to Lady Members or their Nominees. Distance 300 yards. No. of Shots—Seven. No Entrance fee. Prizes presented.

	Nominator.	Total.
G. P. Lammert	Mrs. G. H. Lammert	32
G. H. Coles, R.N.	Holland	32
F. W. Smyth	Smyth	31
E. C. Shepherd	Shepherd	29
A. Chapman	Chapman	29
A. H. Skelton	Skelton	29
Sergt. Bowery, R.E.	Stone	28
C. S. M. Wallace	Wallace	28
Corpl. Eddy	Eddy	26
" Jenner	Smith	25
Capt. Swan, O.S.D.	Swan	25
Sapper Clarke, R.E.	Childs	25
J. Coyle	Coyle	25
D. Macdonald	Macdonald	25
Corpl. Hills, R.E.	Blair	23
G. L. Duncan	Duncan	23
F. Melhuish	Melhuish	23
H. Crombie	Crombie	20
H. Twyford	Frampton	19
Corpl. Ledingham	Miss Shepherd	18

MARTINI-HENRY CARBINE COMPETITION.—400 yards. Members only. No. of Shots—Seven. Entrance 50 cents. Three prizes value 50 per cent. of Entries with \$5 added.

A. H. Skelton	33
D. Macdonald	30
G. P. Lammert	30
J. Coyle	29
E. C. Shepherd	26
H. Crombie	24
H. Hart	21
M. S. Northcote	20
Q.-M.-S. Watling	14
A. H. Toller	11

QUEEN'S 1ST STAGE.—Distance, 500 yards. Members only. No. of Shots—Seven. Entrance 50 cents. Three prizes value 50 per cent. of the entries with \$5 added. Martini-Henry Rifles allowed 2 points.

E. C. Shepherd	34
G. H. Coles, R.N.	34
Sergt. Bowery, R.E.	33
G. P. Lammert	33
2nd Corp. Ledingham	32
Capt. Warren, R.A.	31
Corp. Eddy, R.E.	31
C. S. M. Wallace, R.E.	29
F. Melhuish	29
2nd Corp. Hills, R.E.	29
A. H. Skelton	29
Pte. Thornton, K.O.R.	27
Sapper Clarke, R.E.	25
W. Hart	15
Corpl. Jenner	12

QUEEN'S 2ND STAGE.—Distance 500 yards. Members only. No. of Shots—Ten. Entrance 50 cents. Three prizes value 50 per cent. of the entries with \$5 added. Martini-Henry Rifles allowed 3 points.

2nd Corp. Ledingham	47
Sergt. Bowery, R.E.	47
G. P. Lammert	46
Captain Warren, R.A.	46
Pte. Thornton, K.O.R.	45
G. H. Coles, R.N.	45
2nd Corp. Hills, R.E.	42
C. S. M. Wallace, R.E.	42
F. Melhuish	42
Sapper Clarke, R.E.	42
Corpl. Eddy, R.E.	41
A. H. Skelton	40
E. C. Shepherd	39
Corpl. Jenner	35
W. Hart	8

QUEEN'S 1ST STAGE.—Distance 600 yards. Members only. No. of Shots—Seven. Entrance 50 cents. Three prizes value 50 per cent. of the entries with \$5 added. Martini-Henry Rifles allowed 4 points.

G. H. Coles, R.N.	34
E. C. Shepherd	30
Capt. Warren, R.A.	29
Sapper Clarke, R.E.	29
Pte. Thornton	28
Corpl. Eddy, R.E.	28
G. P. Lammert	28
Corpl. Hill, R.E.	27
F. Melhuish	27
C. S. M. Wallace	26
Sergt. Bowery	26

Corpl. Leadingham ... 26
Corpl. Jenner ... 25
QUEEN'S 2ND STAGE.—Distance 600 yards.
Members only. No. of Shots, Fifteen. Entrance 50 cents. Three prizes value 50 per cent. of the Entries with \$5 added. Martini-Henry Rifles allowed 9 points.

G. P. Lammert	69
E. C. Shepherd	64
Sergt. Bowery, R.E.	64
Pte. Thornton, K.O.R.	63
Corpl. Hills, R.E.	62
Sapper B. Clarke, R.E.	58
C. S. M. Wallace, R.E.	57
Corpl. Leadingham, R.E.	54
Corpl. Jenner, R.E.	54
G. H. Coles	52
Corpl. Eddy, R.E.	48
Capt. Warren, R.A.	48
F. Melhuish	48
F. Watling	32

QUEEN'S 3RD STAGE.—Distance 800 yds.
Members only. No. of Shots, Ten. Entrance 50 cents. Three prizes value 50 per cent. of the Entries with \$5 added. Martini-Henry Rifles allowed 7 points.

G. H. Coles, R.N.	46
E. C. Shepherd	45
G. P. Lammert	45
F. Melhuish	44
Capt. Warren, R.A.	43
Sergt. Bowery	41
2nd Corpl. Hills, R.E.	46
C. S. M. Wallace, R.E.	39
Sapper B. Clarke, R.E.	36
Pte. Thornton, K.O.R.	34
Corpl. Jenner, R.E.	32
Corpl. Eddy, R.E.	30
2nd Corpl. Leadingham	25
Q.-M.-S. Watling	16

QUEEN'S 3RD STAGE.—Distance 900 yards.
Members only. No. of Shots, Ten. Entrance 50 cents. Three prizes value 50 per cent. of the Entries, with \$5 added. Martini-Henry Rifles allowed 10 points.

G. P. Lammert	42
G. H. Coles, R.N.	40
Private Thornton, R.O.R.	39
Captain Warren, R.A.	38
E. C. Shepherd	38
Sergeant Bowery, R.E.	37
Corporal Jenner, R.E.	36
C. S. M. Wallace	33
Sapper Clarke, R.E.	33
2nd Corporal Leadingham, R.E.	30
Corporal Eddy, R.E.	25
Corporal Hills, R.E.	24
F. Melhuish	22
F. Watling	20

MARTINI-HENRY CARBINE COMPETITION.—Distance 500 yards. Members only. No. of Shots, Seven. Entrance 50 cents. Three prizes, value 50 per cent. of the entries, with \$5 added.

A. H. Skelton	32
G. P. Lammert	29
J. Coyle	22
D. Macdonald	17
M. S. Northcote	16
W. Hart	15
Q. M. S. Watling	14
H. Crombie	12
A. H. Toller	2

CARBINE AGGREGATE.—For competitors whose respective scores in Events Nos. 2, 4, and 11 make up the highest aggregates. Entrance \$1. Prizes to be selected by winners in order of merit as laid down by Rule 12 in Ladies' Competition.

	200 yds.	400 yds.	500 yds.	Total
A. H. Skelton	30	33	32	95
G. P. Lammert	29	30	29	88
D. Macdonald	15	30	17	62
M. S. Northcote	21	20	16	57
W. Hart	16	21	15	52
Q. M. S. Watling	13	14	14	41
A. H. Toller	11	11	2	24

REVOLVER COMPETITION.—Distance 50 yards. Members only. No. of Shots, Six. Unlimited Entries 30 cents each. First prize presented by H. E. Wodehouse, Esq., C.M.G., and three other prizes 50 per cent. of the entries. Revolver of not less than .380-calibre to be used—trigger pull 4 lbs. minimum. Position standing. Revolver to be fired with one hand only and without arm

rests of any description. Target ordinary 3rd class—8 inch bull.

Capt. Warren, R.N.	27
D. Macdonald	26
J. Coyle	25

QUEEN'S AGGREGATE.—For competitors whose respective scores in the Three Stages of the Queen's make up the highest aggregates. Entrance \$1. Prizes to be selected by winners in order of merit as laid down by Rule 12 in Ladies' Competition.

G. P. Lammert	287
G. H. Coles, R.N.	282
E. C. Shepherd	278
Sergeant Bowery, R.E.	276
Capt. Warren, R.A.	263
Pte. Thornton, K.O.R.	262
C. S. M. Wallace, R.E.	255
2nd Corpl. Hills, R.E.	255
Sapper Clarke, R.E.	251
2nd Corpl. Leadingham	244
F. Melhuish	240
Corpl. Eddy	239
Corpl. Jenner	224

THE ROYAL HONGKONG GOLF CLUB.

BANKERS AND BROKERS V. ALL COMERS.

Twelve couples turned up for the above match, which was brought to a close on Saturday last and resulted in a win for the All Comers by 6 holes, the following being the details of the play:—

BANKERS AND BROKERS	holes.	ALL COMERS.	holes.
Mr. W. May	0	Dr. J. A. Lowson	4
Mr. G. Stewart	7	Rev. G. R. Vallings	0
Mr. A. S. Anton	7	Mr. H. L. Dalrymple	0
Mr. H. Pinckney	0	Mr. C. A. Tomes	1
Mr. J. Thurburn	0	Lieut. Des Voeux, R.E.	3
Mr. M. Stewart	0	Capt. R. M. Rumsey, R.N.	6
Mr. A. J. McClure	0	Mr. C. H. Grace	3
Mr. P. de Morris	2	Mr. W. Taylor	1
Mr. J. F. Noble	0	Mr. G. Millward	2
Mr. E. L. Hunter	0	Com. Taylor, R.N.	3
Mr. G. W. F. Playfair	4	Mr. E. R. Morris	0
Mr. E. E. Deacon	0	Mr. W. J. Saunders	4
	20		25

SCOTLAND V. THE WORLD.

This annual match is being played off during the current week, returns to be sent in by Friday evening, the 3rd June. Conditions the same as in last week's game. Following are the teams:—

SCOTLAND.	plays	THE WORLD
Dr. J. A. Lowson		Mr. W. May
Mr. G. Stewart		Lieut. Des Voeux, R.E.
Mr. A. S. Anton		Capt. R. M. Rumsey, R.N.
Capt. Montgomerie, R.N.		Mr. V. A. C. Hawkins
Mr. H. L. Dalrymple		Rev. G. R. Vallings
Mr. J. Thurburn		Mr. C. A. Tomes
Mr. M. Stewart		Mr. C. H. Grace
Mr. G. W. F. Playfair		Mr. H. Pinckney
Mr. A. J. McClure		Mr. P. de Morris
Mr. W. Taylor		Mr. G. Millward
Mr. E. F. Mackay		Mr. W. J. Saunders
Mr. R. McK. Ross		Com. Taylor, R.N.
Mr. C. S. Sharp		Mr. E. R. Morris

BEST SCORE CUP FOR MAY.

The following are the returns handed in during the month:—

Com. Taylor, R.N.	94	11	83
Dr. J. A. Lowson	84	0	84
Mr. E. F. Mackay	93	15	88
Mr. E. R. Morris	104	10	94
Mr. W. J. Saunders	105	11	94

13 entries.
Play for the Captain's Cup for June is fixed for Saturday to Monday next.

A fire broke out at 67, Praya Central at about a quarter-past seven on Wednesday night. Information was conveyed to the Fire Station close by and the steamer was soon on the spot. The premises were stored with tobacco leaf and other commodities, and adjoin a residence. When the firemen arrived the second floor was burning, and the roof of the verandah, the venetian blinds, and some other woodwork had become ignited. The flames were soon extinguished, but not before damage to the extent of about \$200 had been done. The premises are insured for \$5,000 in the North British and Mercantile Insurance Company, for which Messrs. Shewan, Tomes & Co. are the local agents.

A. S. WATSON AND CO., LIMITED.

ANNUAL GENERAL MEETING.

MR. WICKING AND THE LATE

MR. J. D. HUMPHREYS.

On 28th May at noon the thirteenth annual ordinary general meeting of the shareholders of A. S. Watson and Company, Limited, was held at the Dispensary for the purpose of receiving a report of the general managers together with a statement of account to the 31st December, 1897. The report in question has already appeared in our columns. Among those present were Messrs. H. Humphreys (chairman), A. H. Mancell (secretary), P. Jordan, J. A. Jupp, T. F. Hough, A. Ellis, W. Parlane, H. Wicking, C. W. Terry, W. Bamsey, Captain W. E. Clark, D. W. Craddock, R. C. Wilcox, C. Ewens, E. K. Chandler, and Hing Tsin.

The Secretary read the notice convening the meeting.

The CHAIRMAN said—Gentlemen, I propose to adopt the usual course and consider the report and statement of accounts as read. We have alluded in the report to the fact that our stocks-in-trade show a large increase over previous years, and to such increase being consequent on extensions in our business operations in Amoy and Hongkong. Most of you are probably aware that these extensions represent the businesses in Amoy and Hongkong formerly carried on under the name of Dakin, Crickshank & Co., Limited, which were bought by us from the Liquidator in January, 1897, and I am glad to be able to state that our purchase has proved to be of a satisfactory and profitable character. The property inland lot No. 16 and the building thereon lately in the occupation of the Hongkong Club being for sale was purchased on behalf of the company in July last for \$127,000. A sum of \$6,845.28 was spent on the building during the remainder of the year, and of this \$4,845.28 has been charged under repairs account and has been written off. This property has a total area of over 14,200 square feet, and besides possessing an extensive frontage on Queen's Road, has also frontages on two other business thoroughfares. We considered it advisable to purchase the property for several reasons. Our lease of the building occupied by the Hongkong Dispensary was drawing to a close and it was doubtful whether we should be able to obtain a renewal of it on favourable terms. Again, the possession of inland lot No. 16 would prevent the possibility of any other firm, carrying on the same kind of business as ourselves, acquiring the premises and establishing themselves next door to us. Since our purchase of the property we have received two offers of \$150,000 for the lot and buildings, and we therefore consider the value at which it stands in the books, viz., \$149,000, to be a low one, especially as the land is estimated to be worth at least \$10 per foot. You will notice that remaining portion inland lot 19 has been considerably written down in this year's accounts, and you will no doubt be glad of some explanation on this point. In March this year, we received an offer of \$115,000 for the property, and after careful consideration we decided to sell it at this figure. This entailed a loss on the book value of \$41,055.32, the whole of which we have provided for in the accounts before you as follows:—\$21,055.32 has been written off to profit and loss, and the balance of \$20,000 has been carried to the debit of inland lot No. 16, bringing this up to \$149,000 as before stated. Remaining portion inland lot No. 19 and the buildings thereon were purchased on behalf of the company in 1889, upon a valuation made by Messrs. Bird and Palmer, at a time when land was experiencing a boom in common with nearly everything else in the colony. The Praya reclamation scheme, however, which had amongst its objects the creation of large tracts of land suitable for business houses and the prospective removal of all Government buildings thereto, eventually caused a considerable fall in the value of Queen's Road properties. The same set of circumstances which caused the loss on the sale of remaining portion inland lot No. 19 was also responsible for our being able to buy inland lot No. 16 so cheaply, and much as we regret the loss on the one we think that in purchasing No.

16 for \$127,000 and selling remaining portion inland lot No. 19 for only \$12,000 less, we made an exchange that is undoubtedly in the best interests of the company, especially when it is remembered that inland lot No. 16 is a property in a much superior position for a European business and has a much larger road frontage and contains double the area of remaining portion inland lot No. 19. As regards this year, I am pleased to be able to state that the business done in Hongkong and the returns from our various branches compare favourably with the corresponding period of 1897. If any shareholder has questions to ask in reference to the report and statement of accounts now before you, I shall be pleased to answer them.

Mr. WICKING—I think it will not be out of place if I make one or two remarks with reference to the accounts. I wish to cast no reflection on the present managers, but with reference to the property on which we are sustaining a loss of \$45,000 I wish to say that it is not due to the depreciation of the property, but is due to the fact that the late Mr. J. D. Humphreys bought it at \$113,000 and transferred it to the Company at \$159,000. Considering the fact that he charged the company \$100,000 for the goodwill of the business I consider he was not justified when he bought the property on behalf of the company in charging us a profit of something like \$45,000, and the loss we are sustaining on that property is due to his overcharging. I do not say for a moment that it reflects on the present partners, but I think that the shareholders ought to be made acquainted with it. I did not suspect for an instant that the late Mr. J. D. Humphreys would have done such a thing. Two years ago he mentioned to us that the price of \$30,000 for the Kowloon property was fully compensated for by the enhanced value of the Queen's Road property, and now we find that the Queen's Road property has also incurred another substantial loss, and there has been nothing to justify the extortionate charge of \$30,000 for the Kowloon property. I did not think it was worth it ten or twelve years ago, much less at the present time after keeping it for eight or nine years. I am speaking now of what occurred when the present partners were much younger men, some of them probably at school. I wish you clearly to understand that this is no reflection on the present managers; it happened nine years ago.

The CHAIRMAN—With reference to the Kowloon property, it is no use discussing that, because it was discussed at a previous meeting two or three years ago, and the general manager took the unusual course of obtaining a vote on the purchase and the shareholders then approved of it, so that is now finished. With reference to the remarks on the remaining portion of inland lot No. 19, I think you are rather late in the day. You have had nine years to find this all out. It is a pity you did not bring it up before, when the general manager was alive.

Mr. WICKING—I never suspected it; I should not have suspected Mr. Humphreys would have done such a thing. My solicitor found it out, and I should not have found it out unless these accounts had shown it.

The CHAIRMAN—That was the value put upon it at the time by Messrs. Bird and Palmer, one of the most reliable firms in Hongkong.

Mr. WICKING—But the shareholders had no voice in the matter. They were the architects for the firm.

The CHAIRMAN—That is quite true, but they were acting under instructions from Messrs. Wotton and Deacon. If the shareholders had anything to say about it they should have said it at the time.

Mr. WICKING—But we did not suspect it.

The CHAIRMAN—Nothing can come out in Hongkong of any magnitude which is not known to the colony, and I am quite sure this was well known at the time.

Mr. WICKING—The matter is settled now, but I think the true explanation of why we have sustained this loss should be known to the shareholders.

The CHAIRMAN—I think I understood you to say the loss was not due to depreciation of the Queen's Road property. Is that so?

Mr. WICKING—Mr. Humphreys told us two years ago—we complained of the value of the

land at Kowloon, and he said then the appreciation in the Queen's Road property fully compensated for the depreciation of the property in Kowloon. But it is a small matter.

The CHAIRMAN—I am quite sure he believed it. I do not say he was right. I will not go so far as that.

Mr. WICKING—I do not think he could have believed the Kowloon property was worth \$30,000. I think the true reason we are suffering the loss of \$45,000 now should be known to the shareholders. We were charged a price which, to say the least of it, was iniquitous.

The CHAIRMAN—I do not admit it was an iniquitous price. I will give you some figures—

Mr. WICKING—Can you speak for nine years ago?

The CHAIRMAN—I have figures ranging from twelve years ago.

Mr. WICKING—Mr. Humphreys was the paid servant of the company, and as general manager his business was to charge us the price he paid for it. There is nothing in the Articles which justified him in making that substantial profit for himself without our knowledge and consent. (Applause.)

The CHAIRMAN—He was perfectly within his rights. There is a clause—

Mr. WICKING—I know there is a clause, but I do not think it is an honourable clause.

The CHAIRMAN—He was acting regularly in the matter.

Mr. WICKING—I would not call it regular; this has to come out of my pocket.

The CHAIRMAN—You are quite wrong in your statement that the Queen's Road property has not depreciated. I will give you a few figures—

Mr. WICKING—That is immaterial. We have made a loss of \$45,000 which would not have occurred if the property had been charged to us at the price he paid for it. He was a paid servant, I say, of the company. He charged \$100,000 for the goodwill, and he had no right to charge us \$45,000 for buying property on our behalf. I think he should have acted as ninety-nine honourable men in the hundred would do, and transferred the property, as I would have done, at the price he paid for it.

The CHAIRMAN—As I said before, I think it is rather late in the day to make these remarks.

Mr. WICKING—We have only just discovered it. Who could have suspected it?

The CHAIRMAN—You have had plenty of opportunities to say this before. These remarks I think a little ungentlemanly and unmanly after the general manager's death. I do not think you would have made these remarks when Mr. Humphreys was alive.

Mr. WICKING—If he had been alive, I would have taken other proceedings. I would have taken out an injunction with other shareholders, but I do not think it is worth while discussing it. I only think an explanation is due to the shareholders.

The CHAIRMAN—Any other questions to ask? No other questions being asked, the Chairman moved the adoption of the report and accounts.

Mr. W. PARLANE seconded.

Carried unanimously.

Mr. WICKING proposed the re-election of Mr. Bird as auditor for the ensuing year.

Mr. HOUGH seconded.

Carried.

The CHAIRMAN—Monday being a Bank Holiday, dividend warrants will not be ready until Tuesday.

Mr. WICKING—I should like to propose a vote of thanks to the general managers for the extremely satisfactory report they are able to present to us. I think it is exceedingly encouraging that the new management have brought such satisfactory results before us, and I hope they will continue to conduct the affairs of the company with the same prosperity. It is in every respect to your great credit as young people taking charge of such a vast business to bring about such extremely satisfactory results as I have never seen before.

The CHAIRMAN—We are very much obliged to you for your remarks, Mr. Wick- ing. Of course you know we have a great interest in the company ourselves. We are very large shareholders, and of course we are bound to do our best for it, but at the same time I think it only right to say that we should

not have succeeded in attaining the results we have if we had not been backed up by a very efficient staff. I think the staff will fully appreciate your remarks. (Applause.)

Mr. WICKING—I do not think it will be out of place if I have one more word, and that is, I particularly wish you, Mr. Henry Humphreys, not to feel that my remarks reflect on the present managers of the company. I simply made the remarks because I felt it should be known to the shareholders how this loss occurred.

The CHAIRMAN intimated that was all the business before the meeting and thanked the shareholders for their attendance.

THE RAUB AUSTRALIAN GOLD MINING CO., LIMITED.

The Directors in their annual report say:— "The Directors have the pleasure to present herewith the balance sheet and profit and loss account for the year ending 31st March, 1898, the Singapore accounts incorporated therein having closed on 28th February. Viewed in every way, the results of the past year's working have been highly satisfactory, and a matter for congratulation.

"As referred to in last annual report, 40 head of stampers have been purchased from Messrs. Thompson & Co., of Castlemaine, Victoria, and are now in process of erection. On completion of this addition to the present battery, there should be a material addition to the future output of gold.

"Good progress has been made with the preparations for the electrical plant, and which will undoubtedly assist the operations at the mine.

"A profit of £4,873 10s. 10d. was made on the sale of 10,000 unissued shares (as referred to in last balance sheet), and this amount now stands to the credit of Reserve Account.

"A particularly full and minute report has been received from the Acting Mining Manager, of the work done during the past twelve months. The Directors have accordingly decided to have same printed in pamphlet form, and forwarded to the shareholders, so that each can learn of the actual progress that has, and is, taking place."

The Acting Manager in his annual report says:—

"In handing you my report for the past year, it affords me pleasure to congratulate the shareholders on the completion of the most successful year's work we have yet had, on the steady development of the Company's mines, on the increased ore reserves, which I now estimate to be about 216,471 tons, and also that the Company has now developed into a dividend-paying concern, with every prospect of regular dividends in the future. During the past year, the Company has paid three dividends of 1/- each, equal to 15 per cent. on the nominal capital of the Company. This has been done with 20 head of stamps, and when the additional 40 head of stamps, now on the way to Singapore, are erected, making 60 head at work, and increasing our crushing power by 200 per cent., with the above huge reserve of payable ore to work on, I think the Company can be safely congratulated on their future prospects, more especially as our ore reserves are being increased daily.

"During the year we have crushed 13,918 tons, yielding 11,583 ozs. 9 dwts. of smelted gold, or an average of 16 dwts. 15½ grs. per ton, being an increase of 3,724 ozs. of gold, or 2 dwts. 21 grs. per ton better than our previous year's yield. The quantity of ore crushed by the Company to date is 58,267 tons of ore for 40,797 ozs. 17 dwts., equal to 1½ tons of smelted gold.

"Our Battery has been fully employed during the year, and we cannot crush a ton more with our present mill than we have done, so that the prospects for the ensuing year, until our new mill is erected, entirely depend on the quality of the ore mined, which I think ought to be quite up to our late average. Knowing this, the object that has been kept in view is the development of the Company's property in anticipation of increased crushing power and profit to the shareholders. It is with this object that the main drives at Bukit Koman are being extended and the Bukit Jellis Shaft sunk. Our future prospects to a great extent depend on the policy

adopted by the Company. Should they adopt a progressive policy and prospect and develop their lease, I am quite confident that it will be money well spent."

JELEBU MINING AND TRADING CO., LIMITED.

The seventeenth ordinary general meeting of the shareholders of the Jelebu Mining and Trading Company was held at Singapore on the 21st May. Mr. J. P. Joaquim presided, and there were also present Messrs. Arnot Reid and J. Miller, directors of the Company, and the following shareholders:—Messrs. J. S. Robertson, D. P. Macdougall, J. Forbes, W. Ewald, H. Hilton, E. M. Schwabe, Yeo Swee Hee, and Low Chong Chye.

Mr. J. P. Joaquim said—Gentlemen, the report and accounts having been placed before you during the prescribed time, I will with your permission take them as read. As usual we have in the report given full details of the workings both in Jelebu and Maliwun. From the report you will notice that during the past six months, there has been a net profit of \$6,200 in Jelebu. Alluvial mining is, I am glad to say, again making satisfactory progress, and the manager is confident of doing an increased business in the current half-year. The satisfactory feature of this business is the absence now of risks connected with advances to miners, because we are now only advancing monies and stores to miners against visible ore or other good securities. I now come to the Rin lode and we must congratulate ourselves on our possessing so valuable an asset in Jelebu. We have published telegrams received from the manager saying that the lode was 6 feet thick and payable. The main shaft has been sunk to a depth of 110 feet. When Mr. Bibby inspected the lode, he suggested the sinking of the shaft to 160 feet, and the whole work is directed to this end. According to the lode manager, there can be no doubt that the lode will extend in depth, and probably, also, in size, the formation of the stone in which the lode runs being very favourable. It is hoped that the 160 feet will soon be reached, when crushing machinery will be erected. I now come to Maliwun, and I can't do better than place before you a resumé drawn up by the general agents which will help you to decide on the course to be followed in respect of this concession. This concession was acquired by the company in November, 1894, from the Burmah Government, being a transfer of a lease standing in the name of Captain Menzel, on the strength of reports from two prospectors and the then manager, with the previous sanction of the shareholders obtained at an extraordinary general meeting held on the 13th October, 1894. Following the proven policy of the company in Jelebu, and acting on the recommendations in the above reports, it was decided to give a thorough trial to the alluvial mining at the same time prospecting in the interior of the concession. Necessarily, these operations, considering (a) the scarcity of roads and want of steamer communication, (b) the scarcity of water required for mining (the dry season lasts 5 months during which no work can be done), (c) The considerable depth of the overburden, (d) the difficulty in getting coolies and the consequent necessity and delay in importing labour, involved great loss of time and money. The result was a failure, and the unsuitability of the concession as regards alluvial mining can now be no longer doubted. Long before this fact was realised, the directors gave their attention to the various reefs reported as tin bearing. However, though the results of a small trial crushing in Europe were encouraging, yet the large amount of wolfram contained in the ore and the not sufficiently satisfactory prospecting results, together with the difficulty in obtaining water, caused the directors to stop further work, it having been also found that the financial position of the company, which had then changed, and the funds being likely to be required on account of the promising Rin lode in Jelebu, did not permit continuing prospecting on such a scale as to warrant a reliable conclusion being come to within reasonable time. No further work has since been done on the reefs, but it is certain that the

Government would not renew the lease which expired in November last year unless the Company were prepared to restart work and to erect machinery. The store business which had paid so well in Jelebu has not given satisfaction in Maliwun and will anyhow have to be closed. The opium and liquor farms have, so far, left a loss to the company and are not worth taking up again unless the licences are reduced to half of the amount fixed now. Trading prospects, though a definite opinion cannot be pronounced, do not seem to be promising. The total amount spent on the concession since commencement is \$97,987, of which \$41,151 have been previously written off. The assets might realise \$10,000. The decision of the Burmah Government in regard to the renewal of the concession is still outstanding, and there seems to be considerable hesitation to grant the renewal. Our financial position is such that neither Jelebu nor Maliwun must be given up, as the profits of the Rin lode are now distinctly promising. I would recommend the stopping of Maliwun. Of course, everything will be done to realize as much as possible for the concession and respective assets. These are all the remarks I can add to the report, and I shall be glad to answer any questions which you may like to ask.

As no questions were put to the Chairman, he moved the adoption of the report and accounts.

Mr. A. Reid seconded, and the motion was unanimously carried.

The Chairman said the next business was to decide what should be done in regard to the Maliwun concession.

Mr. MacDougall proposed the following resolution:—"It is hereby resolved that the directors are authorized to deal with the Maliwun concession as they shall see fit."

Mr. H. Hilton seconded.

The Chairman remarked that the directors would take the greatest care to see that the concession was not sacrificed. If they could sell it favourably to others they would do so. If they saw a good prospect of getting an advantageous renewal from the Government, they would do their best to get such a renewal, if by doing so they could the better sell the assets.

On being put to the meeting, the motion was carried.

Mr. Reid then proceeded to move the re-election of Mr. J. P. Joaquim as a director of the Company, remarking that Mr. Joaquim had been a member of the Board since the establishment of the Company and knew a great deal about its affairs. He thought, therefore, that they could not do better than re-elect Mr. Joaquim.

Mr. Hilton seconded the motion, which was adopted.

The re-appointment of Mr. A. J. Gunn as auditor of the Company was moved by Mr. Reid, seconded by Mr. Robertson, and unanimously agreed to.

There was no other business before the meeting.—*Straits Times*.

HONGKONG AND CHINA GAS CO., LIMITED.

The report of the directors of the Hongkong and China Gas Co., Limited, for 1897 states that the consumption of gas during the year has increased by 9.90 per cent, mainly due to new Chinese consumers, and the resident engineer reports that he expects a considerable increase in the consumption during the current year. The total receipts amount to £35,683, being an increase of £6,212 over the previous year. During the year the loss by exchange has amounted to £13,805. Out of the balance of net revenue the directors recommend the payment of a dividend at the rate of eight per cent. per annum, free of income tax, of which four per cent. has already been paid as an interim dividend.

The directors propose to apply to the Court for powers to alter the memorandum of association of the Company, so as to enable the Company to supply electricity for lighting and other purposes. Enclosed with the report is a notice convening an extraordinary meeting at which a resolution will be proposed effecting the sug-

gested alteration in the memorandum and authorising the company to act as electricians and "to purchase or acquire any other business directly or indirectly connected with the supply of gas or electricity."

CORRESPONDENCE

[We do not hold ourselves responsible for the opinions expressed by our correspondents.]

ADMIRAL MONTOJO.

TO THE EDITOR OF THE "DAILY PRESS."

DEAR SIR,—In your issue of the 26th instant I see with no little surprise that the Spanish Admiral Montojo is to be court martialed, being charged with cowardice displayed by him in skipping about from vessel to vessel during the recent engagement in Cavite harbour. I assure you that the information is quite incorrect. Admiral Montojo had his ensign hoisted up on the un-armoured cruiser *Reina Cristina* at the commencement of the battle and he transferred it to the *Isla de Cuba* only when the *Reina Cristina*, already on fire, had to be abandoned, and he had consequently to order her to be sunk by her own crew. On the *Isla de Cuba*, then, Admiral Montojo's ensign remained until the end of this miscalled battle, in which the contest was certainly most unequal, as you can see from the Spanish official report before me. However, our navy did bravely and heroically faced the enemy, whose fire was poured out from modern ships mounted in greater part with 8-inch guns in protected positions. And it must be remembered that our fleet consisted of only four un-armoured iron and some wooden ships, three of which were in very bad state, and all of less tonnage than the American and mounted with only 4 to 6-inch guns.

He cannot, therefore, be considered a coward who thus fights until his resources are exhausted, and is then compelled to order his own ship to be sunk by the crew themselves before pulling down the flag.—Yours faithfully,

ENRIQUE MARTINEZ
MAGADAN.

Hongkong, 27th May, 1898.

THE CHINA CUSTOMS REVENUE.

REPORT OF DUES AND DUTIES, JANUARY-MARCH QUARTER, 1898: CHINESE

	TREATY PORTS.		
	1898. Hk.Tls.	1897. Hk.Tls.	1896. Hk.Tls.
Newchwang.....	nil	7,402	nil
Tientsin	5,677	53,979	89,245
Chefoo	99, 33	93,149	97,702
Chungking	70,855	71,501	76,756
Ichang.....	110,819	104,787	109,914
Shasi	5 4	288	nil
Hankow	236,776	204,365	196,462
Kiukiang	126,871	126,180	122,254
Wuhu.....	91,570	93,705	22,111
Chinkiang	190,660	213,469	218,232
Shanghai	1,311,737	1,564,500	1,450,644
Souch w	25,693	8,552	nil
Ningpo	174,770	170,608	184,711
Hangchow	33,5 5	30,3 4	nil
Wenchow	7,465	5,725	4,089
Foochow	163,461	161,201	139,808
Amoy	198,331	218,287	157,048
Swatow.....	300,959	297,760	255 173
Canton.....	439, 27	42 433	359,290
Wuchow	40,447	nil	nil
Samshui	3,157	nil	nil
Kongmoon	4,01	nil	nil
Kumchuk	7,29	nil	nil
Kiungchow.....	34,277	30,625	21,270
Pakhoi.....	42,006	5,764	33,239
Total	3,843,290	3,93 704	3,737,998
To this must be added —			
	1898. Hk.Tls.	1897. Hk.Tls.	1896. Hk.Tls.
Kowloon	92,90	155,263	130,514
Lappa	1 3,609	113,891	99,083
Lungchow	984	171	1,073
Mengtze	41,657	27,488	23,623
Szenao	3,748	nil	nil
Total.....	253,048	297,613	254,293
Divided under the different heads, the comparative receipts at the twenty-five regular treaty ports were as follows, in Haikwan taels:—			
	1898.	1897.	
Import Duty	936,964	1,092,306	
Export Duty	1,041,235	1,040,471	

Coast Trade Duty	129,245	131,289
Opium Duty	512,939	497,651
Tonnage Dues	1 4 217	102,054
Transit Dues	160,478	138,216
Opium Likin	945,212	933,237

Total...3,843,290 3,935,704

BORNEO NOTES.

[FROM OUR CORRESPONDENT.]

Sandakan, 25th May.

Notwithstanding Mat Salleh's professed loyalty to the B. N. B. Government it is reported that he has threatened to repudiate his recent agreement unless he is permitted to govern the districts of Sugut and Lubuk. One of the conditions of his pardon was that he was not to reside anywhere near the two places mentioned. It is said that he has now collected a large number of followers in the vicinity of the Inanam River. Although he has not yet given any sign of renewed hostility to the Government his defection would not be a surprise to many persons after the pusillanimous conduct of the Government all through the Mat Salleh business.

Mr. Cowie, Managing Director of the B. N. B. Co., who was sent out by the Board with a great flourish of trumpets to put matters straight has suddenly returned to Europe. What has caused him to take this step at this inopportune time has not transpired. His relations with the officials has not been of the most cordial nature. Two officers of position and experience have had to resign the service owing, it is said, to their having expressed in very strong terms their opinion touching the peace-at-any-price policy which Mr. Cowie desires to pursue in regard to Mat Salleh, a renegade who has defied the Government, raided towns, and caused a great loss of life, and who even went so far as to issue all sorts of threats against the Governor.

The Queen's birthday was observed with all due honours fitting the occasion. The Constabulary force, about 60 men, paraded and fired a royal salute under the able command of Captain Reddie, the Commandant. In the evening there was an enjoyable dance given at Government house, most of the residents in Sandakan having been invited to celebrate Her Majesty's 79th year.

Early this morning H.E. the Governor proceeded to Labuan in the Government steam launch *Petrel*, important business having called him in that direction.

WOOSUNG.

The area of the new treaty port at Woosung has been settled—so native official report has it. It is to have a length of four miles along the river bank and a depth of one mile inland, and the site of the present Woosung forts is to be included in the new settlements for foreign occupation. It is further reported from the same sources that an expectant Taotai named Lu has been appointed by Viceroy Liu to act as Commissioner of Public Works, with an Englishman, a civil engineer of experience, as Assistant Commissioner. Two more foreigners are to be engaged; one as a surveyor, and the other as superintendent of a proposed disciplined police force. The Naval Headquarters of the Nanyang Squadron, situated inside the forts, are to be the temporary quarters of the new Woosung Bureau of Works.—*N.C. Daily News.*

THE BRITISH RAILWAY CONCESSIONS AND GERMAN CLAIMS.

Referring to the reported opposition to the railway concessions acquired by Messrs. Jardine, Matheson & Co., the *China Gazette* says:—

Our readers will remember that just prior to that most opportune murder of the two German Missionaries in Shantung, Baron von Heyking, the German Minister to China, paid a visit to the Yangtze region, devoting special attention to Wuchang, where Chang Chih-tung wields viceregal sway. It will also be remembered that some of Baron von Heyking's party were rather rudely treated by the unruly Hupoh people there, which in the end worked to the German Minister's advantage, as the Viceroy Chang, in view of the unpleasantness in his

jurisdiction became exceedingly polite to and intimate with the aggrieved German Minister. When the Kiaochow seizure occurred and further German demands for exclusive railway privileges were peremptorily put forward by the Baron on behalf of his Government, the Viceroy, with the idea presumably of defeating the Germans becoming all powerful in any one province, and to divide their power as it were, wired frequently to Baron von Heyking urging him not to press too much the railway question in Shantung, promising in return for whatever he would have to forego in that province, to give Germany a share in any railways that might be constructed in the Yangtze Valley. Of course, Chang had no power to assign away any contingent railway contracts in the whole Yangtze Valley, and at most he could only deal with his own two provinces of Hunan and Hupeh, but people in difficulties are inclined to promise things a long way in excess of their power of performance, not realising that a day may come when they will be called to make good their words. So it has turned out with Chang Chih-tung. Times and the situation in China have changed vastly since last November, and China has made certain promises to Great Britain about the Yangtze Valley which would under all circumstances destroy whatever slight value there might have been in Chang Chih-tung's promises to the German Minister. But in diplomacy any weapon is often good enough, and it was with this poor promise of Chang Chih-tung's that the Germans thought to wage war upon the British railway contract which has just been signed. They could never surely have seriously thought that such an argument would hold water, except that the Chinese have lately been shown to have so little "grit" or sense left that any paper bogie or tinpot terror from the West is enough to scare them out of their wits. It may be good enough for them, but it won't suffice for the very quiet and determined people who have got the contract, and Von Heyking will undoubtedly have to end by putting his bogie back in the box.

THE FRENCH IN SZECHUEN.

A correspondent from Ichang writes:—The French appear to be going ahead in Szechuen. On our way down through the Gorges last week we met a flotilla of large junks flying the tricolour and carrying the Count de Vaulserre and Mr. Bovin with an escort of twenty-five Annamite soldiers. We were saluted in passing by a *reveillé* played by the Annamites, which echoed finely from the mighty cliffs of the Great River. Mr. Bovin is the Resident of Tongking and apparently on the way to claim his *hinterland* amidst the impending break-up of the miserable Chinese Government; the Yangtze valley, as far as Britain's sphere of influence is concerned, if admitted at all, not being admitted to extend above Ichang. The Count de Vaulserre is a well-known character in high Parisian circles as well as a traveller of some distinction. This invasion of Szechuen will probably be accepted meekly enough by the Viceroy who has no armed force worthy the name, and, so far, has not dared to arrest the well-known leaders or the late riots in Kiangpeh. We were told that the *objectif* of the expedition is the independent Lolo country, the wild mountainous district that fills the great bend in the Yangtze River, west of Suifu (Söchou in Bretschneider's map)—*nous verrons!*

So far our Ichang correspondent: a native correspondent informs us on the other hand that Yonyangchou is the destination of the French expedition, and that their object is to avenge the murder of two priests which took place at a riot there in 1868. Any stick is good enough to beat a dog with, and an unavenged outrage of thirty years back may be a useful handle if, as seems likely, the French desire to follow up the precedent afforded them by the Germans in Shantung.

Yonyangchou is a wild mining district situated at a spot where the boundaries of the three provinces, Szechuan, Hunan, and Kueichow meet: its rough population have always been a source of trouble to the weak native officials and the mines have more than once been closed in consequence. It now remains to be seen whether the presence of a French force will

lead to the establishment of order and, what is believed to be their intention, the working of the minerals on a large scale.—*N. C. Daily News.*

THE SHANGHAI-NANKING RAILWAY.

Mr. G. James Morrison is to make the preliminary survey of the Shanghai-Soochow-Chinkiang and Nanking Railway, on behalf of the Concessionaries, Messrs. Jardine, Matheson & Co. and the Hongkong and Shanghai Bank. We understand that the work will commence at once. Mr. Morrison came out to China originally for railway work and it is a good lesson in the virtue of patience that he should at last be the one to make the survey in connection with the first large practicable scheme that has been evolved in Central China. Mr. Morrison was the engineer of the first railway in China, the old Woosung-line, which the Chinese tore up. We understand that the railway will be constructed and worked under a board of Directors, consisting of three foreigners and two Chinese, one of the latter being Sheng Taotai.—*China Gazette.*

REPORTED GERMAN CONCESSION AT CHEFOO.

It is reported that the friction which has existed between the German Consul at Chefoo, Dr. Lenz, and the general foreign community at that port is now more or less explained by the alleged fact that the Dr. has scored his point by prevailing upon his Government to obtain from the Chinese a separate settlement for the Germans at Chefoo. It is said that this consent has now been obtained and that the new Concession will be more extensive than the present so-called foreign settlement at that port. It will be remembered that in the recent efforts which the foreign community at that place have been making to obtain an extension of their settlement, have been covertly and indeed rather openly opposed by the German Consul, though several of the German residents supported the general movement in favour of extension. The *raison d'être* for this opposition on his part is now quite apparent. Recently there has been a rather comic incident in this connection, owing to a policeman belonging to the General Purposes Committee arresting a Chinaman employed by a German resident for some trivial offence, which led to the Consul and the master of the delinquent making an attack upon the offending policeman, smiting him in the eye with the "mailed fist" by deputy and rolling him in the mud! The incident has caused a plentiful crop of badinage and chaff, but despite its comic side the incident is considered to generally indicate how the land lies and to explain the German official attitude towards the general foreign settlement at Chefoo.—*China Gazette.*

THE RIOT AT WENCHOW.

Wenchow, 19th May.

A certain official who recently arrived in this port characterised its population as lazy beyond everything. It has redeemed its character—at his expense. He, poor man, is now reconsidering his opinion in a *yamen* which bears signs all too visible of an activity he desired as little as he thought possible! Within three or four hours to-day four three principal *yamens* and the official residence have been wrecked, the Taotai's, the prefect's, the *hsien's*, and the opium Taotai's. Never such a wrecking has Wenchow seen unless we except the riot of 1884.

The cause is threefold:—Scarcity of rice, the new Imperial House tax, and fresh arrangements for the sale of opium, as discommoding and vexatious (if that be possible) as the recent regulations of the Customs Parcel Post. Any one of these three causes the average Chinese would bear with stolidity, but all three together are enough to muddle any one's head and make him irresponsible for his actions.

The first of these three causes is the chief reason of the rising; last year's crop was a poor one following a poorer of the year before. Rice is now up to forty cash a pint as against 20 to 25 in ordinary years; all food-stuffs are up in proportion, and the dollar is down by nearly 15 per cent. The people were already demanding

the opening of the granaries when yesterday the *hsien* or district magistrate put out a proclamation arranging to open them when rice touched 50 cash a pint, whereupon every owner of rice wished to hold on to his stock till the top price was reached. All this "the stupid people" with empty stomachs and otherwise were unkind enough to resent. They promptly and liberally bespattered the proclamation, and became vulgarly clamorous for the immediate opening of the granaries.

It added to the general ill-feeling when the new Imperial "subscription" of ten per cent. on house and shop rent, payable monthly from to-day, was foolishly persevered with. Had it been postponed till the harvest it would have been paid, if not cheerfully yet with a murmuring only. To-day a certain brass-smith's shop in the main street was reached about noon by the sub-magistrate who was supervising the "subscription." The brass-smith complained that the payment would put the climax on his business and he would have to close shop. Whereupon the *yamen* runners intimated they could save him the trouble by doing it for him, and proceeded to carry off his signboard. The neighbours who had called round during the discussion tried to prevent this, and failing, one by one began to "close the market."

The rioting started before they had time to organise and petition the officials, and before the officials had decided what steps to take, the "stupid people" with their empty stomachs and otherwise took the matter in hand and proceeded, some to carry one official outside the city, others to attack the *yamens*. Pillage was not their object, for after smashing up everything breakable in our district magistrate's *yamen* they went into the residential portions of the *yamen*, wrecked his furniture and household goods, tore his silks and satins to shreds and steeped all they could in tubs of unpleasantness. The prefect's *yamen* suffered in like fashion though in a minor degree, but the Taotai's was as mercilessly treated as the district magistrate's.

He, in official robes, with his seal in his uplifted hand, on his knees begged the "dear" people to go away. But the dear people with empty stomachs and otherwise threw stones; his lieutenant's head was badly broken, and the unfortunate Taotai himself did not get off scot free.

In the meantime the obnoxious opium Taotai received a very unsavoury crowd of *sans culottes*. He managed to escape; for here the case was different and his visitors took more interest in his furniture, his dollars and his wines than in himself. Some indulged too freely and were found lying drunk in the streets afterwards. Too much champagne on an empty stomach—or otherwise—is not good.

The New Depot from which alone opium may now be bought and which has only been open a week, all spick and span with paint, and at night usually brilliant with foreign lamps, was the scene of the greatest excitement. Opium ran like syrup; the crowd seemed almost wholly made up of opium smokers and they got well nigh to fighting for it, and for the dollars in the till. Some scooped up the opium in their shoes, some in the palm of the hand, others took their shirts off and mopped up all they could, running off home with it as fast as their legs could carry them, the opium leaving an admirable spoor behind that even a blind man could have followed with his nose. The writer saw one man whose body was smudged with stains and his shirt dripping as described. The building was completely wrecked, and it seemed as if every third house in certain quarters was cooking its evening meal with the remains of tables, chairs, or floor boards.

Fortunately no attack was made on the foreign community, though it was seriously mooted during the attack on the Opium Depot. Better counsels prevailed, "the foreigners are powerful and would not stand it." Threatening language was heard in the streets, and as we might at any moment be at the mercy of a mob it was deemed advisable to get as many of the ladies to the Island as would go, the men returning to their respective posts of duty.

Proclamations have this evening been issued fixing rice at 28 cash a pint and promising to immediately open the granaries. The result is a rush on the rice shops which now are selling at a loss of 7 or 8 cash a pint and have to trust

to the memory of the officials to resupply their vanishing stock. Already two shops have been wrecked. The Mandarins are really powerless, for as I wrote you recently, the military force, which often does good police duty, has been so recklessly cut down that the Brigadier-General has scarcely enough men left to form a body-guard for the Taotai. To-day has given the proof.

20th May.

A special courier leaves this afternoon, of whom I avail myself. After much persuasion the people have opened their shops again. There was much joking yesterday as they closed them, the chief point being that they would have a Sunday like the foreigners and all go to Church. To-day the late district magistrate has been suspended by the Taotai and the new *likin* officer takes his place; the two sub-magistrates have also been suspended. The Taotai, prefect, new magistrate, and other officials are eating pie of the humblest. They are going the round of all the business streets on foot, in plain clothes, with their seals in their hands, bowing to right and bowing to left, begging the "dear people" to continue their business like good children, and the day is hot as July. How wet and weary and woe-begone they look we have not ventured to go and see.—N. C. Daily News correspondent.

SUICIDE OF A GERMAN SUBJECT AT SHANGHAI.

Shanghai, 19th May.

A German subject named Fuchs committed suicide by shooting himself through the heart with a revolver in a shop in the Astor Road, occupied by a German butcher named Pasch, on Tuesday. Every endeavour has been made to keep the affair as quiet as possible, and it was only with the utmost difficulty that any details could be learnt. It appears that the unfortunate man was in the employ of Messrs. Arnhold, Karberg & Co. in Canton, and became involved in some financial embarrassment and came up to Shanghai, where he was arrested on a warrant a few days ago. His relatives in Germany were communicated with by telegraph, and on their undertaking to make themselves responsible for his liabilities, he was liberated, and was to have left for the South again. At about 11 o'clock on Tuesday morning the deceased was in an upstairs room in Mr. Pasch's house, when a shot was heard, and on an investigation being made, he was found lying on the floor with a recently discharged revolver beside him, shot through the heart. Dr. Zedehius was at once sent for, but on his arrival he pronounced life to be extinct. An enquiry was held at the German Consulate-General, but no information of what transpired was obtainable. The deceased was buried in the New Cemetery yesterday afternoon.—N. C. Daily News.

TIENTSIN.

[FROM OUR CORRESPONDENT.]

TIENTSIN, 21st May.

Racing has dwarfed Renter during the week and Tientsin has given its whole attention to matters equine. The Spring Meeting has produced little to raise it above the general average; only one record was lowered, and no phenomenal horse appeared. Mr. Sommer, the popular representative of Tai Lai, took seven events with three ponies, in all cases riding himself, but, omitting this one exception, the honours were easy. Osman proved himself the best horse on the post by taking the Champions (2 mins. 41½ secs.), the Tientsin Stakes (3 mins. 55½ secs.; 1½ miles), and the Hsing Tai Hsing Souvenir (3 mins. 54 secs.); Moribund was just as indubitably the best sprinter, taking the Tse-chu-Lin Stakes (½ mile; 59½ secs.). Toctai's Cup (1 mile; 2 mins. 8½ secs.), and the Concordia Cup (2 mins. 7½ secs.); both these ponies belong to the Tai Lai stable. The other features of the meeting were Mr. James Wilson's fine victory in the Tientsin Derby with Dunles (Mr. C. R. Morling up; 3 mins. 16½ secs.), the Doctors' long postponed success in the Maidens with the Clown (Dr. Robertson up; ¾ mile; 1 min. 31½ secs.), and the local record established by Mr. Wilson's Briar Root in the Flyaway Cup (Mr. Morling up; 7 furlongs;

1 min. 50½ secs.); it just a little disparages the merit of this performance that the pony was allowed 7 lbs., and that Svend, who held the record at 1 min. 50½ secs., was under a penalty of 7 lbs. The course, which by the bye has been very carefully remeasured to satisfy Shanghai sceptics (it was found 15 yards too long, in 2,200) was too hard for fine times, and the conditions of wind and weather were not at their best.

If rain does not soon fall there will be severe drought in Chihli; already the gaunt word "famine" is in evidence and the outlook is a source of anxiety. With the exception of a heavy fall of snow in January, no moisture has reached the soil since November last.

The Pei Ho is running low, and 9 miles below Tientsin has a depth of 6 feet 5 in. Only four tow boats can negotiate the shallow reaches and the traders of the port are again forced to utilize small native boats to get the cargo up. The improvement scheme is now formally approved and the Consular body is consulting with the Board as to how to raise the Tls. 150,000 which constitutes the foreign contribution. The banks are holding off, possibly on the ground that 6 per cent. with capital security is not good enough in these days. A week or two at most will see the work begun, and not a day too soon however early it comes. Tientsin has practically ceased to be a seaport.

Prince Henry of Prussia arrived last week and went straight through to Peking. His attitude towards the High Provincial Authorities has aroused the liveliest commotion in Chinese circles; it was something quite unexpected and altogether calculated to disturb the self-complacency of officialdom. It may safely be postulated that in so amiable and accomplished a man as His Royal Highness this attitude of cold and haughty reserve was deliberate; and was a part of settled policy. While many would be delighted to see the Peking people receive an effective snubbing, a goodly number here feel regret that our amiable and well meaning Viceroy, Wang Wen-she, was the first to feel the sting of the new order of affairs. The old man has gone so consistently out of way to do the correct thing to foreigners that a good deal of sympathy is felt for him. His age and experience, too, seemed to deserve respect from youth, and he had done his utmost in the punctilious observance of the claims of hospitality and courtesy. He was most unmistakably crest-fallen on the occasion, as no intimation was conveyed that the Prince's official demeanour might be one thing and his personal sentiments quite another.

The Chinese of course put it all down to Baron Von Heyking, who to them is the embodiment of all that is dangerous and unscrupulous in Western policy. Nicholas Macchiavelli himself could not arouse stronger detestation than the strong man who so ably represents the Fatherland in Peking at the moment. Mr. Pavlov and his people generally mask their mail by velvet; they add *Suaviter in modo* to *fortiter in re*; the Baron makes no bones of matters, he goes straight at the big wigs of the Yamen and frightens them into compliance. As an Anglicized native observed to me the other day, "when he shouts 'heads' the Tsungli Yamen proceeds to stand on its pate until he cries 'heels,' when down it comes into normal position."

There is a very strong belief in official circles that the Germans have already discovered the emptiness of the Kianchao nut and are looking about for another and a better; that the delay of the Prince's visit has been primarily due to the fact that they could not quite see where to make their next demand, and that his presence in Peking would show the forthcoming move in the game. China's extreme haste and willingness to give guarantees that such and such provinces shall not be handed over to others is explained on this ground. The Japanese Government has been carefully informed of Chinese fears (by the Chinese) in regard to German aspirations in Fukien.

Much political curiosity is felt here with regard to the extraordinary Renter re Mr. Chamberlain's speech to his constituents. What was the cause of so unexpected a thunder bolt? It hardly seems adequate to so great an issue.

but I may state that a fortnight ago the Russian Consul here formally notified his colleagues that hereafter all foreigners visiting Port Arthur or Tallienwan would have to get passports and have them vized at the Russian Consulate. This was a curious practical criticism re Lord Salisbury's speech on the super-excellence of Free Ports over Treaty ports. The Consular intimation was wired home, and may have been one of the incentives to the Colonial Secretary's strong denunciation of Russian bad faith. The latter part of his speech is regarded as paving the way for making an alliance with Japan palatable to the Exeter Hall element of the British public.

The Prime Minister's Balderdash about 400,000,000 of brave men has excited the keenest ridicule here.

Weihaiwei is to be taken over within a few days.

CANTON NOTES.

[FROM THE "CHUNG NGOI SAN PO."]

The plague in Canton seems to be on the wane, as the number of admissions to the plague hospitals is gradually getting smaller. The kaifong people, under the instruction of the local Magistrates, have commenced to cleanse the streets. The district of San-oi has been affected the most seriously. The Magistrate of the district in question has issued a notification advising the people not to eat lichees, for he says every person should be most careful to look after his health in such unfortunate times and not to eat anything, especially lichees, which may be hot and disagreeable to the body. Lichees are consequently selling very cheaply in Canton, the price being eighty cents a picul.

The Sansz who got permission from the Viceroy to finish the reclamation work on the river bund has abandoned the project. He is afraid that Canton may follow Kwangchau Bay and be ceded to some foreign power, in which case the capital invested in the undertaking would be totally lost.

It is said that a European merchant has purchased the piece of land on which the leper house stands to construct a glass factory. The Government has selected another suitable site to remove the lepers to.

On the 28th May seventeen criminals were taken out from the prisons of Namhoi and Punu and conveyed in baskets to Tin-tsz matan for decapitation. Their crimes were mostly that of robbery. Some of the heads were sent for exhibition at the places where the crimes were committed.

Some days ago a robber named Pun Pon sent letters to the shops in Takonghu, in the district of Namhoi, demanding money under threat that if his demands were not complied with he would burn all the shops. The merchants were greatly frightened and stopped business at once. The Canton Government was made aware of the case and soldiers were sent thither. On the 20th May Pun Pon with a number of robbers went to destroy the shops. The Canton soldiers at once coped with them. The robbers were fewer in number than the soldiers and were completely defeated. Thirty robbers were taken prisoners and many were wounded.

HONGKONG.

Though since our last weekly issue the *Zafiro* and H.M.S. *Pique* have brought despatches from Manila, there is nothing very special to report with regard to affairs in the Philippines. Consul-General Williams accompanied the American despatch boat to and from Hongkong. At the annual meeting of the Victoria Recreation Club on Tuesday encouraging statements were made by Commander Hastings and Mr. Leigh with regard to the new site. The Sanitary Board have had a couple of meetings during the week. On Tuesday they decided to recommend the Government to declare Amoy an infected port, and on Thursday the management of the slaughter-houses and the extension of the animal depots at Kennedy town were under discussion. The Portuguese Ozorio was on Thursday committed for trial for the wilful murder of Mr. Jesus on May 9th. The annual shooting competition in connection with the Hongkong

Rifle Association took place at Kowloon on Saturday and Monday. Mr. G. P. Lammert won the Queens aggregate.

An exceedingly pleasant time was spent in the Engineers' Institute on Saturday evening, when a concert was given in which Messrs. A. J. W. Farr, J. W. Kinghorn, J. R. Mudie, W. S. Bailey, C. R. Crispin, J. Kinghorn, and J. W. Kew took part.

A sale of Crown land took place on 31st May, the price realised being \$4,242, which is \$25 more than the upset price. The plot sold was Inland lot No. 1485, which is situated on the Peak road, above Queen's Gardens. The lot comprises 16,868 square feet, and the annual rent is \$116.

Messrs. Lutgens, Einstmann & Co., General Agents of the Great Eastern and Caledonian Gold Mining Co., Limited, have received the following telegram from the manager at the mines:—"Rise and shine shaft, struck a good body of ore, is the same as Bank of England shaft. Zulu shaft, the dimensions of the ore chute are 2 feet."

On 1st June a seaman on H.M.S. *Bonaventure* named Frederick Lyall was tried by Court-Martial on H.M.S. *Tamar* for striking a lance-corporal on board his ship, and sentenced to 18 months' imprisonment with hard labour. Captain Corry (*Pique*), Commander Henderson (Naval Yard), Commander Taylor (*Tamar*), and the Hon. Commander Hardinge (*Rattler*) composed the court. Mr. V. Lawford was judge advocate and Lieutenant Sterling (*Bonaventure*) acted as prisoner's friend.

At the regular meeting of Lodge Naval and Military, 84R, S.C., held in Freemasons Hall on the evening of the 26th May, the following were elected as officers for the ensuing twelve months:—R.W.M., Bro. J. Blake; S.W., Bro. G. Wilson; J.W., Bro. G. Gosnold; Secretary, Bro. H. Horley; Treasurer, Bro. W. E. Bew; J.D., Bro. J. Cusack; J.D., Bro. R. C. Fitton; D.C., Bro. C. P. Skinner; I.G., Bro. W. H. Durrance; Steward, Bro. E. G. Wilkinson; Tyler, Bro. B. Jones.

The Rev. Father Spada appeared at the Magistracy on 31st May to give evidence against Kwok Chi, who was formerly employed as a house boy at the Mission in Caine road. Complainant said defendant was dismissed last November, but he would persist in coming on to the premises and bringing people into the refectory and giving them wine and cigars. He had been repeatedly ordered to go, but would not leave. On Monday he came again, and when ordered away he made so much noise that the police had to be sent for. Defendant said complainant assaulted him and tore his jacket, and he wanted to argue with him about it. For disorderly behaviour defendant was fined \$5.

The pier at Kowloon was the scene of something of a commotion on Sunday night. At about half-past eight an Indian constable was on duty there. He was moving on some Chinese who were obstructing, when a gunner in the Asiatic Artillery approached him and said he had no business to send the men away, and when the constable replied that he was doing his duty the gunner knocked him down and kicked him in the face. A tussle ensued resulting in the arrest of the artilleryman, a Chinese constable coming to the aid of the other officer. During the struggle a seaman from the *Hohenzollern* came on the scene. The Chinese constable was holding the Indian's rifle, and this the sailor attempted to wrest from him, afterwards striking him and tearing his jacket. The first offender, who said he was drunk, was fined \$20 or six weeks, the second being committed to prison for 28 days, by Commander Hastings at the Magistracy yesterday.

Commander Hastings had several launch masters and sampan owners before him on 1st June for leaving the harbour without a clearance or special permit from the Harbour Master. The sampan owners, who were two in number, were each fined \$5, but the others were discharged. The latter were the masters of the *Dakin*, the *Tai Yeuk Fong*, and the *Carmichael*. In the case of the *Tai Yeuk Fong* Sergeant Kerr said that on Saturday at noon he saw a steam launch going towards the *Zafiro*, which was lying in Chinese waters. He was on No. 4 police pinnace at the time. He returned to the Water Police Station, made a report, and was ordered to return and see what launch it

was. He went and saw a launch alongside the *Zafiro*, but he could not swear it was the one he saw going out. When it had gone away to Hongkong Dock he saw that it was the *Tai Yeuk Fong*. There were two charges against the *Carmichael*, one for Saturday and the other for Sunday. Inspector Kemp deposed that at half-past nine on Saturday morning he saw the launch alongside the *Zafiro*, but he admitted that he did not see her go there or come away.

For some time past bad blood has existed between rival clansmen at Quarry Bay and on more than one occasion violence has been resorted to. At the Magistracy on 27th May a coolie named Chung Ting Kwai charged Mok Hing, Chan Sz, and nine others with unlawfully wounding him. Constable Patterson said that on Tuesday at noon complainant came to the Police Station with a wound on his forehead about an inch and a half in length. His clothes were covered with blood. He bound up the wound, and then went with complainant to Quarry Bay with some more constables and arrested seven of defendants, who were pointed out by complainant in the street. Complainant's story was that on his leaving work defendants chased him, and on catching him seized him by the queue and struck him with their fists. First defendant in particular struck him with his fist whilst Chan Sz hit him on the forehead with a pitcher. Several witnesses were called. Mok Hing and Chan Sz were each sentenced to 14 days' imprisonment, the others being bound over in the sum of \$25 each to be on their good behaviour for three months. Commander Hastings remarked that if there was any more fighting at Quarry Bay the offenders would be severely dealt with. Inspector Baker having observed that he was informed the fighting was to be renewed that night, Commander Hastings repeated that if there was any more row those brought before him would be severely dealt with.

MISCELLANEOUS.

A fire broke out in the scutching room at the Ewo Cotton Mill at Shanghai on 25th May, but it was fortunately extinguished by the sprinklers with which the mill is fitted, before any great damage had been done.

Selling shares in public companies by auction would seem sometimes to give favourable results—for the seller. At Bangkok a number of Tramways Co. shares and debentures belonging to Mr. A. Westenholz, who is leaving for a holiday in Europe, were sold in this way. Mr. Westenholz acted as his own auctioneer, and, the *Bangkok Times* says, had little difficulty in disposing of the shares for sale, although the debentures did not turn out so well. The first lot consisted of five shares and quickly rose from 120 to 157½ at which figure they went to Mr. Geo. Stewart. The next lot, consisting of 10 shares, were also purchased by Mr. Stewart at 157½. Captain Richelieu bought the next lot (20 shares) at 157 and the remaining 50 shares went to him at the same figure. Dr. Hays rather amused the meeting when he told them he had bought 10 shares the day before for 120.

COMMERCIAL.

SILK.

SHANGHAI, 28th May.—(From Messrs. A. R. Burkill & Sons' Circular).—London telegrams advise a quiet market, and quote Blue Elephants 10/7½ and Gold Kilings 9/7½. Raw Silk.—The action of some Chinese speculators in breaking the prices of certain qualities of 'tsatlees' has weakened the market. Some 400/500 bales have been contracted for on the basis of Tls. 445 and Tls. 410 for Gold Kilang. Crop.—All the news to hand points to a large crop, and we can now look for one of quite 53/55,000 bales. Arrivals, as per Customs Returns, May 21st to 27th, are: 22 bales White, 10 bales Yellow, and 116 bales Wild Silks. Re-reels and Filatures.—One or two odd lots of Hand Filature have been settled. We hear of a contract having been made of 150 bales for America of May-hen-yeh Blue Dragon Extra, No. I and No. II at Tls. 620 average price, and Flying Horse Extra, No. I and No. II at Tls. 590 average price. The Export of Steam Filatures to date is, 6,109 bales to America, 4,339 bales to the Continent, 90 bales to London and 58 bales to Japan.

Wild Silks.—Some more Tussah Raws have been done at Tls. 145/175. Tus-sah Filatures, 8 cocoons Three Joss chop have changed hands at Tls. 270/275. Waste Silk.—20 pieces Tussah Waste at Tls. 21.75 average price, is the only business reported. Pongees.—Some 5,000 pieces of White Cloth have been settled as follows, for forward delivery:—

in	yds.	oz.	P. O.	per piece.
21/22	by 70	by 56/57	by 5	Conjee.....at Tls. 16.60
21/22	" 70	" 45	" 5	" " " " 14.00
22/23	" 70	" 60	" 5	" " " " 18.00

CAMPHOR.

HONGKONG, 3rd June.—The market continues weak. Quotations for Formosa are \$42.50 to \$42.75. Sales, 200 piculs.

SUGAR.

HONGKONG, 3rd June.—There has been a further advance in prices and the market continues brisk. Quotations are:—

Shekloong, No. 1, White...	\$7.32 to 7.35	per pcl.
do. " 2, White...	7.11 to 7.15	"
Shekloong, No. 1, Brown...	4.82 to 4.86	"
do. " 2, Brown...	4.72 to 4.75	"
Swatow, No. 1, White...	7.25 to 7.27	"
do. " 2, White...	6.96 to 7.00	"
Swatow, No. 1, Brown...	4.76 to 4.80	"
do. " 2, Brown...	4.67 to 4.70	"
Foochow Sugar Candy.....	11.20 to 11.25	"
Shekloong " " " " " "	10.05 to 10.07	"

MISCELLANEOUS EXPORTS.

Per steamer *Antenor*, sailed on the 17th May. For London:—150 cases palm leaf fans, 30 cases essential oil, 4 cases camphorwood trunks, 8 cases Chinaware, 3 cases silk, 20 cases teasticks, 10 cases paper baskets, 50 casks ginger, 321 rolls matting, 200 boiler tubes, 3.3-l packages fire-crackers, 20 packages effects, 6 packages horns, and 11 packages sundries. For London and/or Manchester:—100 bales waste silk. For London and/or Antwerp:—10 cases bristles. For London and/or Hamburg:—10 cases bristles. For Glasgow:—3 cases curios, and 12 cases blackwoodware. For Antwerp:—100 bales feathers. For Hamburg:—24 bales palm bark and 602 bales feathers. For Manchester:—200 bales waste silk.

Per German steamer *Thekla*, sailed on the 19th May. From Hongkong for Suez:—100 packages tea. For Odessa:—3 packages canes, 1 box fans, 1 bale galangal, and 1 box sundries. For Havre:—500 packages tea, 250 rolls mats and matting, 174 bales canes, 65 cases China ware, 55 cases camphor, 50 bales bamboo, 30 boxes staranised, 26 boxes feathers, 13 cases human hair, 7 cases blackwoodware, and 5 boxes essential oil. For Havre option Hamburg:—98 bags straw bags, 93 bales canes, 80 rolls matting, 20 cases paper, 20 cases bristles, and 2 cases feathers. For Havre and/or Hamburg and/or London:—720 cases camphor, 60 boxes bristles, and 40 bales feathers. For Hamburg:—773 cases camphor, 677 bales canes, 502 packages tea, 151 boxes bristles, 87 cases feathers, 66 bales rattan shavings, 59 bales rattan core, 55 packages firecrackers, 50 cases cassia buds, 50 cases staranised, 32 bales matting, 23 bales gallnuts, 16 bales leaf fans, 12 packages sundries, 11 cases preserves, 10 cases Chinaware, 10 cases essential oil, 10 boxes teasticks, 5 cases paper, 3 cases curios, 3 cases bamboo baskets, and 2 boxes silks. For Hamburg option London:—50 cases staranised, and 70 boxes bristles. For London:—250 boxes cassia lignea, 250 boxes cassia, and 79 bales canes. For Antwerp:—9 casks soy. For Copenhagen:—2 cases blackwood, and 1 case sundries. For Bremen:—295 rolls matting. For Lisbon:—2 packages sundries.

Per steamer *Indus*, sailed on the 21st May. For France:—440 bales raw silk, 3 cases silk, 10 cases cassia oil, 37 packages furniture, 2 cases curios, 29 bales canes, and 20 bales waste silk. For London:—1 case silk, and 1 package furniture.

Per P. & O. steamer *Candia*, sailed on the 21st May. For London:—277 rolls mats and matting, 65 bales palm leaf fans, 20 bales canes, 46 bales and 2 cases feathers, 127 cases Chinaware, 16 cases blackwoodware, 10 cases essential oil, 4 cases effects, 54 cases bristles, 17 packages sundries, 525 packages crackers, and 352 boxes tea. For France:—54 bales canes.

Per steamship, *Siam*, sailed on the 24th May. For Christiania:—2 parcels silverware, and 7 cases tea. For Rotterdam:—1 box tea and silverware, 1 case preserves, 11 cases curios, and 18 bales feathers. For Copenhagen:—1 case cigars, 1 case lychees, 4 packages rattan chairs, 252 cases ginger, and 400 cases cassia. For Copenhagen and/or Stockholm:—5 bales hides. For Havre and/or Hamburg:—38 cases merchandise. For Copenhagen and/or Hamburg:—2,852 packages tallow.

Per German steamer *Preussen*, sailed on the 25th May. For Singapore:—30 cases merchandise. For Aden:—2 cases curios. For Smyrna:—15 cases essential oil. For Naples:—2 cases fans. For Genoa:—360 bales raw silk, 2 cases ginger, and 1 case lychees. For Antwerp:—122 bales bamboo scraps, 10 cases China ware, and 1 case pictures. For Antwerp and/or London and/or Hamburg and/or New York:—185 bales feathers. For Antwerp and/or London:—30 cases bristles. For Amsterdam:—50 casks preserves, 49 cases Chinaware, 28 rolls matting, 11 cases palmleaves, 1 case bamboo ware, and 4 cases curios. For Rotterdam:—4 cases cigars. For Bremerhaven:—35 rattan chairs. For London:—9 cases curios, 2 cases cigars, and 1 basket rattan ware. For Bremen:—292 rolls matting, 50 casks preserves, and 2 packages rattan chairs. For Hamburg:—1,955 packages tea, 97 bales feathers, 15 cases bristles, and 11 cases essential oil.

OPIUM.

HONGKONG, 3rd June.—Bengal—There has been a rather small business doing in this drug during the past week and rates are slightly easier. New Patna closes at \$695, Old Patna at \$735. New Benares at \$695, Old Benares at \$720.

Malwa.—New continues out of stock. Other descriptions have been inquired for to a small extent, closing at the following figures:—

Old (2 1/2 yrs.) \$820 with all'nce of 0 to 2 cts.
" (6/7 ") \$850 " " of 0 to 2 " "
" (9/9 ") \$830 " " of 10 lbs to 1 1/2 "

Persian.—Oily drug has kept steady, while Paper-wrapped has somewhat improved in value. Closing quotations are \$490 to \$639 for Oily and \$540 to \$680 for Paper-wrapped according to quality.

To-day's stocks are estimated as under:—

New Patna.....	230	cheats
Old Patna.....	310	"
New Benares.....	400	"
Old Benares.....	110	"
Malwa.....	200	"
Persian.....	600	"

COURSE OF THE HONGKONG OPIUM MARKET.

DATE.	PATNA.		BENARES.		MALWA.	
	New.	Old.	New.	Old.	New.	Old.
1898.	\$	\$	\$	\$	\$	\$
May 28	697 1/2	747 1/2	698 1/2	720	—	—
May 29	697 1/2	747 1/2	697 1/2	720	—	—
May 30	695	745	695	720	—	—
May 31	695	745	695	720	—	—
June 1	695	745	695	720	—	—
June 2	695	745	695	720	—	—
June 3	695	745	695	720	—	—

RICE.

HONGKONG, 3rd June.—A fair demand has been experienced and the market is firm. Quotations are:—

Saigon, Ordinary.....	\$3.00 to 3.05
" Round, good quality.....	3.45 to 3.50
" Long.....	3.65 to 3.70
Siam, Field, mill cleaned, No. 2 ...	3.40 to 3.45
" Garden, " No. 1 ...	3.80 to 3.87
" White.....	4.65 to 4.70
" Fine Cargo.....	4.85 to 4.90

MISCELLANEOUS IMPORTS.

HONGKONG, 3rd June.—Amongst the sales reported during the week are the following:—

YARN AND PIECE GOODS:—Bombay Yarn.—90 bales No. 10 at \$80 to \$86.50, 650 bales No. 10 at \$83 to \$90, 200 bales No. 16 at \$88 to \$95, 850 bales No. 20 at \$96 to \$101.50.—Bengal Cotton.—48 bales at \$20, 53 bales at \$19.—Grey Shirtings.—1,050 pieces 7 lbs. Large Eagle at \$2.05, 300 pieces 8 1/2 lbs. Red 7 Boys at \$2.67 1/2, 600 pieces 8 1/2 lbs. 3 Dogs at 3.15, 500 pieces 10 lbs. Blue 5 Men at \$3.97 1/2, 500 pieces 10 lbs. Blue 7 Boys at \$3.65, 300 pieces 8 1/2 lbs. Blue Fish at \$2.67 1/2, 2,500 pieces 10 lbs. Blue Dragon at \$4.05, 2,500 pieces C. W. W. Sycee at \$4.07 1/2, 250 pieces 8

Shields at \$4.02 1/2, 600 pieces 8 1/2 lbs. Blue Peach \$3.06, 250 pieces 10 lbs. 8 Shields at \$4.02 1/2, 250 pieces 10 lbs. Green Flower at \$3.07 1/2, 750 pieces 10 lbs. Palm Chop at \$4.12 1/2, 350 pieces 8 1/2 lbs. Blue Peach at \$3.06, 1,200 pieces 8 1/2 lbs. Red Peach at \$2.72 1/2, 600 pieces 8 1/2 lbs. Blue Peach at \$3.16, 500 pieces 10 lbs. Stag Chop at \$4.07 1/2, 500 pieces 10 lbs. Flower Vase at \$4.07 1/2, 1,800 pieces 8 1/2 lbs. Pillar and Sword at \$3.02 1/2, 1,500 pieces 10 lbs. C. W. W. Sycee at \$4.10, 300 pieces 8 1/2 lbs. Blue Fish at \$2.67 1/2, 300 pieces 8 1/2 lbs. Blue Peach at \$3.06. White Shirtings.—250 pieces D 70 at \$3.82 1/2, 250 pieces S C at \$4.37 1/2, 250 pieces S S at \$4.77 1/2, 250 pieces Flower Chop at \$5.02 1/2, 250 pieces S. Q at \$4.57 1/2, 150 pieces S T at \$4.52 1/2, 250 pieces SS at \$4.77 1/2, 10 pieces Gold Tiger at \$6.25, 150 pieces CK at \$4.82 1/2, 250 pieces S C at \$4.37 1/2, 500 pieces C Mark at \$5.65, 30 pieces Gold Tiger at \$6.25, 250 pieces Flower Chop at \$5.02 1/2, 250 pieces SQ at \$4.57 1/2, 250 pieces S C at \$4.37 1/2, 250 pieces D 70 at \$3.82 1/2, 1,000 pieces S. Q. at \$4.57 1/2, 500 pieces D C at \$4.37 1/2, 500 pieces Gold Elephant at \$4.02 1/2, 500 pieces D 70 at \$3.82 1/2, 300 pieces EK at \$6.05. T. Cloths.—600 pieces 8 1/2 Mex. H and Stag C C \$3.20, 750 pieces 7 lbs. Gold Dragon at \$2.47, 750 pieces 7 lbs. Mex. Red Stag at \$2.47, 750 pieces Unicorn A A at \$2.40, 750 pieces Mex. Red Stag at \$2.47, 375 pieces 4 Stags at \$2.83 1/2, 375 pieces Sil. Lion, No. 1 at \$1.91, 600 pieces 8 lbs. Mex. X. X. at \$3.37 1/2, 375 pieces 7 lbs. Mex. Gold Dragon at \$2.47, 750 pieces 7 lbs. Mex. Gold Dragon at \$2.47, 375 pieces 7 lbs. Mex. Gold Dragon at \$2.47, 375 pieces 7 lbs. Mex. Gold Dragon at \$2.47, 300 pieces 8 lbs. Mex. Gold Dragon at \$2.82 1/2. No. 40 Yarn.—100 bales warehouse at \$138. Sp. Stripes.—480 pieces B.B.B. at 0.64. Long Ells.—150 pieces scarlet at \$6.65. Camlets.—300 pieces retriever scar at \$12.80.

METALS.—Tin.—100 slabs Foong Chai at \$40.50, 200 slabs Foong Chai at \$40.50. Lead.—500 piculs Australia at \$9.30. Quick Silver.—200 flasks at \$145.00 arrive, 200 flasks at \$145.00 arrive, 200 flasks at \$146.50 arrive, 50 flasks at \$146.00, 80 flasks at \$142.00.

COTTON YARN.

	per bale
Bombay—Nos. 10 to 20s.....	74.00 to 104.00
English—Nos. 16 to 24.....	111.00 to 117.00
" 22 to 24.....	114.00 to 120.00
" 28 to 32.....	124.00 to 129.00
" 38 to 42.....	138.00 to 140.00

COTTON PIECE GOODS.

	per piece
Grey Shirtings—6lbs.....	1.75 to 1.85
7lbs.....	2.00 to 2.07 1/2
8 1/2 lbs.....	2.50 to 3.20
9 to 10 lbs.....	3.40 to 4.15
White Shirtings—54 to 56 rd.....	2.41 to 2.60
58 to 60 ".....	2.75 to 3.45
64 to 66 ".....	3.55 to 4.40
Fine.....	4.35 to 7.15
Book-folds.....	3.80 to 5.70
Victoria Lawns—12 yards.....	0.65 to 1.20
T. Cloths—6lbs. (32 in.), Ord'y.....	1.55 to 1.75
7lbs. (32 ").....	1.90 to 2.15
6lbs. (32 "), Mexs.....	1.70 to 1.85
7lbs. (32 ").....	2.10 to 2.80
8 to 8 1/2 oz. (36 in.).....	2.40 to 3.25
Drills, English—40 yds., 13 1/2 to 14lbs.....	3.75 to 5.15

FANCY COTTONS

Turkey Red Shirtings—1 1/2 to 7lbs.....	1.60 to 5.00
Brocades—Dyed.....	3.00 to 5.00
Damasks.....	0.12 to 0.16
Chintzes—Assorted.....	3.08 to 0.14
Velvets—Black, 22 in.....	0.20 to 0.45
Velveteens—18 in.....	0.17 1/2 to 0.18 1/2
Handkerchiefs—Imitation Silk.....	0.45 to 0.00

WOOLLENS

	per yard
Spanish Stripes—Sundry chops.....	0.51 1/2 to 1.40
German.....	1.15 to 1.50
Habit, Med., and Broad Cloths.....	1.25 to 5.25

	per piece
Long Ells—Scarlet.....	6.50 to 9.00
Assorted.....	6.60 to 3.10
Camlets—Assorted.....	12.50 to 32.00
Lastings—30 yds., 31 inches, Assorted.....	12.00 to 20.00
Orleans—Plain.....	7.00 to 8.50

	per pair
Blankets—8 to 12lbs.....	5.50 to 14.00

METALS

	per picul
Iron—Nail Rod.....	4.10 to —
Square, Flat Round Bar.....	4.15 to —

Swedish Bar	5.75	to	—
Small Round Rod	4.70	to	—
Hoop 1/2 to 1 1/2 in.	5.40	to	—
Wire 15/25	9.00	to	—
Old Wire Rope	1.50	to	3.00
Lead, L. B. and Hole Chop ...	9.10	to	—
Australian	9.10	to	—
Yellow Metal—Muntz, 14/20 oz.	31.50	to	—
Vivian's, 14/20 oz.	31.50	to	—
Elliot's, 14/20 oz.	31.00	to	—
Composition Nails	—	to	—
Japan Copper, Slabs	36.00	to	—
Tiles	29.00	to	—
Tin	—	to	—
	per box.		
Tin-Plates	6.15	to	—
	per cwt. case		
Steel 1/2 to 1	5.50	to	—
SUNDRIES			
	per picul		
Quicksilver	140.00	to	—
	per box		
Window Glass	4.50	to	—
	per 10-gal. case		
Kerosene Oil	1.89	to	—

SHANGHAI, 28th May.—(From Messrs. Noël, Murray & Co.'s Piece Goods Trade Report).—The extensive buying that was the order of the day during several weeks past has subsided, buyers apparently being satisfied for the present and wishing to work off the supplies they have acquired. It is not unlikely, however, that the uncertain position of Exchange has a great deal to do with the existing lull, as regards Manchester goods at any rate, the self-evident dearth of supplies being the cause of the quietness in American makes. With sterling rates still considerably below the parity of Silver in London, the dealers are quite right in acting cautiously and not engaging in transactions too far ahead, as it is impossible to tell from one day to another what changes may take place. A minor factor may be the approaching settling day, which, although some distance off, is really the most important one of the year, and makes its influence felt in the country markets earlier than it does here. In spite of all this the market, although quiet, is unquestionably firm, and no complaint can be made of the way deliveries keep up. This is just as well, as a recurrence of the stringency in the money market, and consequent prohibitive rates of interest, is prognosticated in the near future, unless our Bankers can see their way to avoiding such a catastrophe. Supplies are coming in very freely, and are likely to be for the next few months, so it will be very desirable to keep buyers up to their due dates for clearance, and so avoid the chance of again having a plethora of goods to carry through the winter with heavy charges and interest to eat up all hope of profit. A satisfactory feature of the trade at present is that Importers are comparatively out of it, and forward buying by the trade is almost entirely confined to goods that were bought as opportunity arose by Importers in anticipation of requirements. As they cannot be replaced at anything like the prices that are now being accepted it looks as though there might be a scarcity of goods in the Autumn if nothing occurs to interfere with deliveries. Fairly good news comes in from Newchwang and also Tientsin, but buyers say they have sufficient for the present, and for the latter market only Yarn has been in request this week. Rain has caused a certain amount of stoppage in the Hankow trade, and all the Riverine Ports appear to be in a state of unrest. A serious riot, entirely for the benefit of the Native officials, has taken place at Wenchow, and it is rumoured to-day that some of the Piece Goods Hongs have received telegrams from Ningpo advising them to defer shipping by this afternoon's steamer, the reason being left to surmise. It is reported that the Government is already relenting with regard to the proposed new taxation and the edict has been revoked.

METALS, 30th May.—(From Messrs. Alex. Biefield & Co.'s Report).—The past week has been an uneventful one in all respects. The Chinese dealers seem to have filled their principal want and to be waiting for more favourable terms for their further orders, while the foreign operators are fixed between the horns of a dilemma—high prices at home, with low exchange, and a quiet market. The result has been that there is very little to report. In Metals, there have been but few orders booked, one cause mentioned being the extreme tightness of the money market. The local market for Nailrods is slightly easier. Natives offering Sohairs, to arrive, at 123s., no buyers. Against this must be put the report that one of the principal local firms has purchased all the old material in sight at home,

and has engaged tonnage by one of the principal lines for 6,000 to 7,000 tons. This is of course in anticipation of the demand which must arise in the not distant future in the East. There has been but little done in Pig Iron, the market supply of which is, however, very small. The following business has been done.—300 tons Steel Plate Cuttings, test pieces at 97s. c.i.f. 100 tons do. do. at 94s. c.i.f. 100 tons Glasgow Horse-shoes, selected, 92s. 6d. c.i.f. 100 tons London Horse-shoes at 90s. c.i.f. 150 tons Bale Hoops at 100s. 6d. 50 tons Boiler Tubes at 98s. c.i.f.

EXCHANGE.

FRIDAY, 3rd June.

ON LONDON.—	
Telegraphic Transfer	1/10 1/2
Bank Bills, on demand	1/10 1/2
Bank Bills, at 30 days' sight	1/10 1/2
Bank Bills, at 4 months' sight	1/10 1/2
Credits, at 4 months' sight	1/10 1/2
Documentary Bills, 4 months' sight	1/11
ON PARIS.—	
Bank Bills, on demand	2.37
Credits, at 4 months' sight	2.41
ON GERMANY.—	
On demand	1.92
ON NEW YORK.—	
Bank Bills, on demand	45 1/2
Credits, 60 days' sight	46 1/2
ON BOMBAY.—	
Telegraphic Transfer	140
Bank, on demand	141
ON CALCUTTA.—	
Telegraphic Transfer	140
Bank, on demand	141
ON SHANGHAI.—	
Bank, at sight	75
Private, 30 days' sight	75 1/2
ON YOKOHAMA.—	
On demand	7 1/2 % pm.
ON MANILA.—	
On demand	nom.
ON SINGAPORE.—	
On demand	2 % pm.
SOVEREIGNS Bank's Buying Rate	10.48
GOLD LEAF, 100 fine, per tael	55.50

JOINT STOCK SHARES.

HONGKONG, 3rd June.—Business continues very dull and rates show but little change.

BANKS.—Hongkong and Shanghai Banks have been inquired for in a small way at 190 and sales are reported at 191 and 192 per cent. prem. The latest London rate is £45. Nationals continue on the market without sales.

MARINE INSURANCES.—Remain dull and neglected without sales and with sellers at quotations.

FIRE INSURANCES.—Hongkongs are still offering at 332 1/2 and Chinas are enquired for at 398. No business to report.

SHIPPING.—Hongkong, Canton, and Macao have continued to rule quiet, sellers during the week finding difficulty in parting at 26. A few sales, however, have been effected at that rate, market closing with further sellers. Indo-Chinas continue dull with only small business at 61. Douglasses are enquired for in small lots at 58, China and Manilas are still on the market at 81 without finding buyers, and China Mutuals remain quiet at quotations.

REFINERIES.—A few China Sugars changed hands over the settlements at 157 1/2 and 158, and the market has since improved to 160 cash and with buyers at better than equivalent rates forward. Luzons quite neglected and without business.

MINING.—Punjoms have continued to improve and a fair number of shares have changed hands at 55 1/2, 55 1/2, 56, 56.25, 56.35, 56.40, and 56.60, market closing steady at last rate. Charbonnages remain out of the market. Jebebus have eased off, and after sales at 4.25 are now on offer at 33.75 without finding buyers. Oliviers and Balmorals continue weak and neglected with little or no business at quotations. Ranks have been in demand and the rate has gradually gone up, without business, to 33, at which rate shares could be placed.

LOCKS, WHARVES, AND GODOWNS.—Hongkong and Whampoa Docks have ruled quiet but steady with small sales and sellers at 25 1/2 per cent. premium. Kowloon Wharves have further improved their position and after sales at 58 are in demand at a point higher.

Wanchais unchanged and without business. Amoy Docks have changed hands at 14.25.

LANDS, HOTELS, AND BUILDINGS.—Hongkong Lands continue weak with sellers at 72 and sales at 71, buyers ruling the market at the latter rate. Hotels quiet and without business at quotation. West Points and Humphreys continue on offer at 20 and 38 1/2.

MISCELLANEOUS.—In Cottons there is no business to report. Watsons have changed hands and are wanted at 11.25. Nothing else to report under this heading.

Closing quotations are as follows:—

COMPANY.	PAID UP.	QUOTATION.
Banks—		[\$365 sales & b.
Hongkong & S'hai...	\$125	19 1/2 % prem=
China & Japan, prf.	£5	nominal
Do. ordinary...	£4	nominal
Do. deferred...	£1	£5.5s.
Natl. Bank of China		
B. Shares	£8	\$18, sellers
Founders Shares...	£1	\$18, sellers
Bell's Asbestos E. A. ...	£1	nominal
Campbell, Moore & Co.	\$10	\$8
China Sugar	\$100	\$160, buyers
Cotton Mills—		
Ewo	Tls. 100	Tls. 100
Hongkong	\$40	25, sellers
International	Tls. 100	Tls. 107
Lau Kung Mow	Tls. 100	Tls. 110
Soyche	Tls. 500	Tls. 520
Yahloong	Tls. 100	Tls. 90
Dairy Farm Co.	\$	\$1
Fenwick & Co., Geo. ...	\$25	\$30, buyers
Green Island Cement...	\$10	\$28, buyers
Do New Issue	\$	\$1 1/2, buyers
H. & China Bakery ...	\$50	\$33
Hongkong & C. Gas ...	£10	\$125
Hongkong Electric ...	\$10	\$9 1/2, sellers
H. H. L. Tramways ...	\$100	107
Hongkong Hotel	\$50	\$5, sales
Hongkong Ice	\$25	\$110, sellers
H. & K. Wharf & G. ...	\$50	\$59, buyers
Hongkong Rope	\$50	\$160, sales
H. & W. Dock	\$125	25 p. ct. prem.=
Insurances—		[\$443.75, sellers
Canton	\$50	\$13 1/2, sellers
China Fire	\$20	\$98, sales & buyers
China Traders'	\$25	\$62, sellers
Hongkong Fire	\$50	\$33 1/2, sellers
North-China	£25	Tls. 180, buyers
Straits	\$20	\$11, sellers
Union	\$50	\$22 1/2, sellers
Yangtze	\$60	\$124, sellers
Land and Building—		
H. Land Investment...	\$50	\$71, sal. & buyers
Humphreys Estate...	\$10	\$2 1/2, sellers
Kowloon Land & B. ...	\$30	\$17, sellers
West Point Building	\$40	\$2 1/2, sellers
Luzon Sugar	\$100	\$12, sellers
Mining—		
Charbonnages	Fce. 500	\$125, sellers
Great E. & C'donian	\$	\$1, sellers
Do.	\$2	\$3.0, sellers
Jebebu	\$	\$3.0, sellers
New Balmoral	\$1	7 c., sellers
Do. Preference ...	\$1	10 c., sales & sellers
Olivier's Mines, A. ...	\$5	\$14, sellers
Do. B. ...	\$2 1/2	\$ 1/2, sellers
Punjom	\$5	\$6.50, buyers
Do. Preference...	\$1	\$1.80, buyers
Ranks	14s. 10d.	\$3, buyers
New Amoy Dock	\$6 1/2	\$4.25, sal. & sellers
Steamship Coy.—		
China and Manila...	\$50	\$81, sellers
China Mutual Ord...	£10	£7 15s., buyers
Do. Preference ...	£10	£5 5s. buyers
Do.	£5	£2 15s. buyers
Douglas S. S. Co. ...	\$5	\$58, sales & sellers
H. Canton and M. ...	\$15	\$26, sellers
Indo-China S. N. ...	£10	\$40, buyers
Star Ferry	\$7	\$9 1/2, sellers
Tebrau Planting Co. ...	\$	\$, sellers
Do.	\$	\$3, sellers
United Asbestos	\$2	\$1.40, buyers
Do.	\$10	\$10, nominal
Wanchai Wareh'se Co.	\$37 1/2	\$41
Watson & Co., A. S. ...	\$10	\$1.25, ex div. sel.

J. V. Y. VERNON, broker.

SHANGHAI, 30th May.—(From Messrs. J. P. Bisset & Co.'s Report).—There has been more business done this week than has been the case for some time. Banks.—Hongkong and Shanghai Banking Corporation.—Cash shares have changed hands at 194 per cent. premium, and shares have been placed for delivery on the 30th June at 197 per cent. premium. No business is reported in other Bank shares. Marine Insurance.—No business reported. Fire Insurance.—Hongkong Fire Insurance shares were sold at \$340. Shipping.—Indo-China S. N. shares wert

placed for cash at Tls. 45, for June at Tls. 47, and for July at Tls. 48. Sugar Companies.—Perak Sugar Cultivation shares were placed at Tls. 36½ and Tls. 37, and are wanted. China Sugar Refining shares were sold at 160 and \$165. Mining.—Sheridan Consolidated Mining shares are wanted at Tls. 2.50. Raub Australian Gold Mining shares were sold to Singapore at \$29.75, with exchange 75½. Docks, Wharves and Godowns.—Shares in Boyd & Co. are offering at Tls. 197½. S. C. Farnham & Co. shares have been sold at Tls. 165. Shanghai Engineering Dock shares were sold at Tls. 80 for the 30th June. Shanghai and Hongkew Wharf shares have been dropping, sales having been made at Tls. 117/116 for the 31st current and Tls. 115 cash, and are wanted at the close. Lands.—Shanghai Land Investment shares were sold at Tls. 84, and are wanted at the same price. Industrial.—Major Brothers shares changed hands at Tls. 35, and are wanted. International Cotton Mill shares were placed for the 31st October at Tls. 110, and at Tls. 105 cash, at which they are wanted. Flour Mill shares were sold at Tls. 66, Shanghai Ice shares at Tls. 112, and American Cigarette shares at Tls. 90. Tugs & Cargo Boats.—No business reported. Miscellaneous.—Shanghai-Sumatra Tobacco shares were placed at Tls. 76 cash and Tls. 81, Tls. 82, and Tls. 81 again, for August. Shanghai-Langkai Tobacco shares have been in strong demand, and a large business was done at Tls. 230 to Tls. 250 cash, Tls. 240 for May, Tls. 230 to Tls. 260 for June, Tls. 250 to Tls. 270 for July, Tls. 275 to Tls. 285 for August, Tls. 255 to Tls. 220 for September, Tls. 295 and Tls. 29 for October, and Tls. 295 and Tls. 305 for November. J. Llewellyn & Co., Ltd.—Shares were sold at \$65. Hall & Holtz shares were sold at \$37 and \$38.

Quotations are:—

BANKS,
Hongkong and Shanghai.—\$367.50.
Bank of China and Japan, defd.—\$5.50
Do. ordinary.—Nominal.
National Bank of China, Ltd.—\$18.50.
COTTON MILLS,
Ewo Cotton Spinning & W. Co., Ltd.—Tls. 101.00.
Hongkong Cotton S. W. & D. Co.—28.00.
International Cotton Man. Co., Ltd.—Tls. 105.00.
Lao-kung-mow Cotton Co., Ltd.—Tls. 101.00.
Soy Chee Cotton Spinning Co., Ltd.—Tls. 520.00.
DOCKS, WHARVES, &C.,
Boyd & Co., Ltd., Founders.—Nominal.
Boyd & Co., Limited.—Tls. 197.50.
Hongkong and Kowloon Wharf Company.—\$56.
Hongkong and Whampoa Dock Co., Ltd.—\$442.50.
S. C. Farnham & Co.—Tls. 165.00.
Shanghai Engineering S. & D. Co.—Tls. 80.00.
Shanghai & Hongkew Wharf Co.—Tls. 115.00.
INSURANCES,
Canton Insurance Office, Ltd.—\$137.50.
China Fire Insurance Co., Ltd.—\$98.
China Traders' Insurance Co., Ltd.—\$65.
Hongkong Fire Insurance Co., Ltd.—\$340.
North China Insurance Co., Ltd.—Tls. 182.50.
Straits Insurance Co., Ltd.—\$11.75.
Union Insurance Society of Canton, Ltd.—\$225.
Yangtze Insurance Assocn., Ltd.—\$134.
LANDS,
Hongkong Land Invest. & A. Co., Ltd.—\$72½.
Humphreys Estate and Finance Co., Ltd.—\$84.
Shanghai Land Invest. Co., (fully pd.)—Tls. 84.00.
MINING,
Punjom Mining Co., Ltd.—\$5.50.
Punjom Mining Co., Ltd., pref. shares.—\$1.80.
Raub Australian Gold Mining Co., Ltd.—\$34.
Sheridan Consolidated Co.—Tls. 2.50.
SHIPPING,
China Mutual preference.—Tls. 62.25.
Do. ordinary, 2½ paid.—Tls. 26.
Co-operative Cargo Boat Co.—Tls. 160.00.
Douglas Steamship Co., Ltd.—\$59.
Hongkong, Canton and Macao.—\$27.
Indo-China Steam N. Co., Ltd.—Tls. 45.00.
Shanghai Cargo Boat Co.—Tls. 180.00.
Shanghai Tugboat Co., Ltd.—Tls. 210.00.
Taku Tug & Lighter Co., Ltd.—Tls. 110.00.
SUGAR,
China Sugar Refining Co., Ltd.—\$167.00.
Luzon Sugar Refining Co., Ltd.—\$43.
Perak Sugar Cultivation Co., Ltd.—Tls. 37.00.
MISCELLANEOUS,
American Cigarette Co.—Tls. 90.00.
Central Stores, Ltd.—\$12.00.
China Flour Mills Co.—Tls. 56.00.
Hall & Holtz, Ltd.—\$38.00.
Llewellyn & Co., J., Limited.—\$65.00.
Major Brothers, Limited.—Tls. 35.00.
Shanghai Feather Cleaning Co.—Tls. 500.00.
Shanghai Gas Co.—Tls. 215.00.
Shanghai Horse Bazaar Co., Ltd.—Tls. 69.00.
Shanghai Ice Company—Tls. 112.00.
Shanghai Langkat Tobacco Co., Ltd.—Tls. 250.00.
Do. New Issue.—Nominal.

Shanghai Rice Mills Co.—Tls. 30.00.
Shanghai Sumatra Tobacco Co.—Tls. 76.00.
Shanghai Waterworks Co., Ltd.—Tls. 204.00.
Watson Co., A. S., Limited.—\$12.

TONNAGE.

SHANGHAI, 28th May (from Messrs. Wheelock & Co.'s report).—Since writing on the 16th inst. rates for New York have still further increased, and an additional 5s. has been imposed on general cargo with 2s 6d. extra for tea, making 37s. 6d. and 40s. respectively. It only remains to be seen whether the incoming steamers will be able to secure sufficient cargo to enable them to obtain these rates. For London the new rates are now in force, as per list below, though there seems to be but a small business passing in this direction. Coastwise.—Rates all round seem considerably easier, and the demand for tonnage has slackened for Newchwang, owing principally to the high prices ruling for produce; consequently Japan coal rates have fallen, steamers being only too glad to fill in any spare time by taking up coal charters. The export of rice from River Ports being now prohibited, vessels trading in this direction are also short of employment. For London via Suez.—There has been apparently a little more freight offering than recently and departing steamers have fared better, owing mainly to the anxiety of shippers to dispatch their exports before the rise in rates, which came into effect on the 21st instant, but at the close there is only a small demand for tonnage. For New York via Cape.—The British ship *Emily F. Whitney* has been chartered to load here and at Hongkong for this direction. There seems to be a fair amount of cargo offering locally, but her cargo will for the most part be supplied by Hongkong. She is circulated to load at 20s. per 40 cubic feet and to receive quick despatch, leaving here probably towards the end of June. The Hawaiian ship *Fooking Sney* is also advertised to load, but as she has not yet arrived here, we cannot give any particulars as to her rate or date of departure. Rates of freight are:—London, by Conference Lines, general cargo 40s.; waste silk 42s. 6d.; tea 45s.; Northern Continental ports, by Conference Lines, general cargo 40s.; waste silk 42s. 6d.; tea 45s.; New York via London, by Conference Lines, general cargo 47s. 6d.; waste silk 50s.; tea 52s. 6d.; Baltimore via London, by Conference Lines, general cargo 52s. 6d.; waste silk 55s.; tea 57s. 6d.; Kongsberg via London, by Conference Lines, general cargo 47s. 6d.; waste silk 50s.; tea 52s. 6d.; Manchester, by Conference Lines, general cargo 52s. 6d.; waste silk 55s.; tea 57s. 6d.; Liverpool, by Conference Lines, general cargo 47s. 6d.; waste silk 50s.; tea 52s. 6d.; Hamburg, by Conference Lines, general cargo 40s.; waste silk 42s. 6d.; tea 45s. Above rates are subject to a deferred rebate, as per Conference circular. Havre, by Conference Lines, tallow 36s. net, general cargo 36s. net, waste silk 38s. 6d. net, tea 40s. 6d. net; Genoa, by Conference Lines, tallow 36s. net, general cargo 36s. net, waste silk 38s. 6d. net, tea 40s. 6d. net; Marseilles, by Conference Lines, tallow 36s. net, general cargo 36s. net, waste silk 38s. 6d. net, tea 40s. 6d. net. 35s. per ton of 20 cwt. net for above three ports. New York, by sail, 20s. New York via Pacific, 1½ gold cents per lb. tea, 6 cents per lb. silk, \$10 per ton strawbraid. New York via Suez, 37s. 6d. general cargo, 10s. extra for Turmeric, 40s. for tea. Boston, 40s. general cargo, 10s. extra for Turmeric, 47s. 6d. tea. Philadelphia, 45s. general cargo, 10s. extra for Turmeric, 47s. 6d. tea. Coast rates.—Mojito to Shanghai \$1.70 per ton coal; Nagasaki to Shanghai \$1.70 per ton coal; Newchwang to Kobe no fresh settlements; Newchwang to Swatow no fresh settlements; Newchwang to Canton no fresh settlements; Wuhu to Canton nothing doing.

VESSELS ON THE BERTH.

For LONDON.—*Ulysses*, (str.), *Adria*, (str.), *Malacca* (str.), *Bingo Maru* (str.), *Pyrrhus* (str.), *Paramatta* (str.).
For SAN FRANCISCO.—*O. of Rio de Janeiro* (str.), *Imberhorne*, *Gaelic* (str.).
For NEW YORK.—*Afridi* (str.), *Queen Margaret* (str.), *Marian Woodside*, *Emily F. Whitney* (str.).
For VANCOUVER.—*Empress of China* (str.).
For BREMEN.—*Sachsen* (str.).
For HAVRE and LIVERPOOL.—*Volute* (str.).
For PORTLAND.—*Braemar* (str.).
For AUSTRALIA.—*Airlie* (str.).
For MARSEILLES.—*Bingo Maru* (str.), *Niobe* (str.), *Laos* (str.).

SHIPPING.

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

HONGKONG.

May—
28, Kwanglee, Chinese str., from Canton.
28, Zafiro, U.S. des. boat, from Manila.
28, Mariana Woodside, Brit. bk., from Manila.
28, Cheangchow, British str., from Singapore.

28, Germania, German str., from Saigon.
28, Peiyang, German str., from Wuhu.
28, Sarpedon, British str., from Amoy.
29, Fooksang, British str., from Wuhu.
29, Glenavon, British str., from Saigon.
29, Glenfarg, British str., from London.
29, Hailan, French str., from Pakoi.
29, Hailoong, British str., from Swatow.
29, Pathan, British str., from Saigon.
29, Sabine Rickmers, Brit. str., from Bangkok.
29, Loongmoon, German str., from Canton.
29, Rose, British bark, from Freemantle.
30, Pique, British cruiser, from Manila.
30, Rattler, British gunboat, from Chefoo.
30, Memnon, British str., from Borneo.
30, Fushun, Chinese str., from Shanghai.
30, Glenfalloch, British str., from Straits.
30, Hanoi, French str., from Haiphong.
31, Sachsen, German str., from Bremen.
31, Chiyoda Maru, Jap. str., from Karatsu.
31, Empress of China, Brit. str., from Vancouver.
31, Inaba Maru, Jap. str., from Singapore.
31, Nanyang, German str., from Swatow.
31, Sanuki Maru, Japanese str., from Moji.
31, City of Rio de Janeiro, Amr. str., from San Francisco.
31, Bombay, British str., from Bombay.
31, Della, German str., from Hamburg.
31, Nord, Norwegian str., from Saigon.
31, Bygdo, Norwegian str., from Bangkok.
31, Priam, British str., from Glasgow.
31, Tritos, German str., from Saigon.
31, Wingsang, British str., from Shanghai.

June—

1, Daphne, German str., from Moji.
1, Yuensang, British str., from Chinkiang.
1, Activ, Norwegian str., from Canton.
1, Frejr, Danish str., from Pakhoi.
1, Benlmond, British str., from Saigon.
1, Braemar, British str., from Portland.
1, Siam, British str., from Bangkok.
2, Donar, German str., from Moji.
2, Formosa, British str., from Tamsui.
2, Niobe, German str., from Kobe.
2, Taicheong, German str., from Swatow.
2, Activ, Danish str., from Bangkok.
2, Taiyuan, British str., from Sydney.
2, Laos, French str., from Shanghai.
3, Bellerophon, British str., from Penang.
3, Fushun, Chinese str., from Canton.
3, Orange Prince, Brit. str., from Aroe Bay.
3, Peiyang, German str., from Canton.
3, Chelyd a, British str., from Calcutta.
3, Lombard, British str., from Moji.
3, Haitan, British str., from Coast Ports.
3, Sendai Maru, Japanese str., from Amoy.
3, Wakasa Maru, Jap. str., from Singapore.
3, Ulysses, British str., from Shanghai.

May—

DEPARTURES.

28, China, German str., for Saigon.
28, Clara, German str., for Haiphong.
28, Bengal, British str., for Europe.
28, Benmohr, British str., for Nagasaki.
28, Chusan, British str., for Shanghai.
28, Coptic, British str., for San Francisco.
28, Energia, British str., for New York.
28, Kinai Maru, Jap. str., for Yokohama.
29, Broad Mayne, British str., for Aroe Bay.
29, Canton, British str., for Hongay.
29, Hainan, German str., for Chefoo.
29, Hongkong, French str., for Haiphong.
29, Moji Maru, Jap. str., for Kobe.
29, P. C. C. Klao, British str., for Bangkok.
29, Rosetta, British str., for Yokohama.
29, Thales, British str., for Swatow.
29, Triumph, German str., for Pakhoi.
30, Fooksang, British str., for Canton.
30, Peiyang, German str., for Canton.
30, Mathilde, German str., for Vladivostok.
30, Hikosan Maru, Japanese str., for K'notzu.
30, Linnet, British gunboat, for Manila.
30, Phoenix, Norwegian str., for Kebao.
30, Sarpedon, British str., for London.
30, Kwanglee, Chinese str., for Shanghai.
30, Tokio Maru, Japanese str., for Yokohama.
31, Hailoong, British str., for Swatow.
31, Zafiro, U.S. despatch boat, for Manila.
31, Fushun, Chinese str., for Canton.
31, Regina, German str., for Rangoon.
31, Loongmoon, German str., for Shanghai.

June—

1, Sinkai, Japanese str., for Tamsui.
1, Glenfalloch, British str., for Amoy.
1, Nord, Norwegian str., for Yokohama.
1, Bellona, German str., for Singapore.
1, Hailan, French str., for Hoihow.
1, Activ, Norw. str., for Hongay.

- 1, Arratoon Apear, British str., for Calcutta.
- 1, Brindisi, British str., for London.
- 1, Hohenzollern, German str., for Yokohama.
- 1, Sachsen, German str., for Shanghai.
- 1, Wingsang, British str., for Canton.
- 1, Yuensang, British str., for Canton.
- 2, Priam, British str., for Amoy.
- 2, Devawongse, British str., for Bangkok.
- 2, Nanyang, German str., for Swatow.
- 2, Glenavon, British str., for Hongay.
- 2, Hanoi, French str., for Haiphong.
- 2, Inaba Maru, Jap. str., for Yokohama.
- 2, Frejr, Danish str., for Swatow.
- 2, Memnon, British str., for Sandakan.
- 2, Sabine Rickmers, British str., for Swatow.
- 3, Yiksang, British str., for Cebu.
- 3, Glenfarg, British str., for Shanghai.
- 3, Aldershot, British str., for Saigon.
- 3, Formosa, British str., for Swatow.

PASSENGER LIST.

ARRIVED.

Per *Thales*, from Coast Ports, Mrs. Lewis, Mrs. Smith, Mrs. Boya, and Capt. Mangustorf.
 Per *Chusan*, for Hongkong from London, Messrs. J. Richardson, Macpherson, Hancock, and Bandmaster Tyrell; from Brindisi, Mr. F. Smith; from Bombay, Lieut. Pratt, and Mr. H. Bennett; from Colombo, Mr. J. Kadalsky; from Singapore, Lieut. Handley, and Mr. R. Gutierrez; for Shanghai from London, Messrs. T. Richardson, H. Richardson, and H. Thomas; from Brindisi, Mr. L. Biddulph; from Bombay, Capt. Guilding, Mr. and Mrs. Martin, Messrs. R. Kermar, Abdul Aziz, Yacab Ali and Jamaledin; for Yokohama from London, Capt. P. Marshall, and Major A. Churchill; from Bombay, Miss Eltzholtz.

Per *Memnon*, from Borneo, Mrs. C. C. Crakenthorpe, Messrs. C. G. McShane and F. C. Winterburn and child.

Per *Glenfalloch*, from Straits, Mr. Thompson.

Per *Fushun*, from Shanghai, Mr. Lusher, Miss E. Lusher, Mrs. L. West, and Mr. Azevedo.

Per *Sachsen*, for Hongkong, from Bremen, Consul D. Rieloff, Messrs. Choubine and Schmidt; for Japan, Messrs. Sorokoumowsky, Ellon, Baptist Runge, Castendyk, Bredow, Heidenheimer, Levy and Consul and Mrs. Hagen; for Shanghai, Mrs. Ferguson-Boerigter, Mrs. Boad, Dr. Gelpcke, Mr. and Mrs. Pollock, Messrs. Johnston, Irvine, Urbig, Buchdrucker, Otten, Müller, Detring, Burt, Hansen, Vorschulte, Kreyer, Behre and Pape, and 185 Chinese.

Per *Inaba Maru*, from Southampton for Hongkong, Messrs. Callaghan and Overstraeten, and Miss Simons; for Shanghai, Mr. and Mrs. Lambert; for Yokohama, Major Osawa, Messrs. M. Matsuda and J. Grainger.

Per *City of Rio de Janeiro*, from San Francisco, &c., Mrs. A. Clark, Messrs. A. E. Katsch, H. Letearnean, J. L. Mayers, Rev. W. H. Lingle, Mr. and Mrs. Quan Yuen.

Per *Empress of China*, from Vancouver, Mr. R. H. Bunce; from Yokohama, Mr. and Mrs. B. Layton, Major and Mrs. Duffin, Mr. Thos. Jackson, and Mrs. T. H. Hayes; from Nagasaki, Mr. A. Pustau; from Shanghai, Messrs. R. W. Mansfield and W. P. Johnson, Mrs. Bennertz, Messrs. G. Ormsby, R. Inglis, Wo Hang Kwai, Hong Shu Chuen, Lum Yu Oo, Chung Sa Fu, and H. W. Lapsley.

Per *Della*, from Hamburg, &c., Messrs. H. Krieger, W. Schmidt, A. Wicke, W. Nagel, G. Zieger, E. Topfner, Mrs. Bumann and son, Mr. A. Lippold, Misses E. and A. Werner, and Capt. J. Bruhn.

Per *Braemar*, from Portland (Or.), Mr. M. Speaks.

Per *Niobe*, from Kobe, Messrs. Wolf and Derves.

Per *Taiyuan*, from Sydney, Miss Boyd, Miss Pill, Mr. Sutcliffe, Messrs. Pan, Crawford and Hyde.

DEPARTED.

Per *Canton*, from Hongkong for London, Mr. H. W. Irish, and Boatswain W. J. Bailey; from Yokohama for Penang, Major Bent; for London, Messrs. J. Gardiner and T. Davenport; from Kobe for Singapore, Mr. K. A. Stevens.

Per *Ceylon*, from Hongkong for Shanghai, Mr. J. J. Todd; for Yokohama, Mr. and Mrs. Thistlewaite and child, Mr. and Mrs. Milner, Misses Milner (2), and Miss C. M. Flandraw.

Per *Omi Maru*, for Sydney, &c., Messrs. Ramsbottom and Caswell, Mr. and Mrs. Mat-sudo, and Mr. Bailley.

Per *Coptic*, for Shanghai, Messrs. W. F. Lowson, G. Sierich, Chan Lee, R. M. Moses, J. E. Ezra, E. Ezra, Li Sak Shing, O. S. Chaner, Gilder, Mr. and Mrs. F. D. Guedes, Misses B. Silva-Netto, Revell and Bryan; for Kobe, Messrs. O. J. Ellis, Boyd, F. Scharien, S. Kamagawa, Mrs. Bellow and Misses Bellow (2); for Yokohama, Messrs. J. Wallace, Geo. T. Meyers, A. Donald, Loo Wing Ban and child, W. Clement Drew, Misses E. B. Sale, Brown, G. Palmer, Mr. and Mrs. J. M. Marques and Mrs. Lo Choy She; for San Francisco, Messrs. H. Skot, Yee Wing Tuk, H. D. Hawks, Misses J. Hall, Yee Lan Hiw, Rev. B. C. Henry, Lieut. E. G. W. Pratt, Capt. Gridley, U.S.N., Paymasters Gault, U.S.N., White, U.S.N. Mrs. Wo Hing, and Mrs. Chan Me; for Cincinnati, Mr. W. W. Masterson; for London, Messrs. C. Spiser, H. W. Wickins and J. F. Brown; for Honolulu, Mr. You Yuen.

Per *Bengal*, from Hongkong for Singapore, Messrs. F. Pinto Basto, A. J. Reed, Mrs. M. Ruchwaldy, Master F. Ruchwaldy and 2 children; for London, Messrs. J. Scrymgeour, J. Dick, and W. Hutchison; from Yokohama for Singapore, Col. Ross, and Capt. Lock; for London, Lieut. Col. Preston; from Kobe for Bombay, Major D. W. Purdon, and Mrs. R. Redding; from Shanghai for London, Capt. J. H. P. Parker, Mr. and Mrs. Grainger and 2 children, Mr. and Mrs. Tjader, Mr. G. M. Milne, Mrs. J. Douglas, and Mr. Stone.

Per *Chusan*, for Shanghai from Hongkong, Miss Mather, and Mr. Edmundson; from London, Messrs. G. Richardson, H. Richardson, and H. Thomas; from Brindisi, Mr. L. Biddulph; from Bombay, Capt. E. Guilding, Mr. and Mrs. Martin, and Mr. R. Kermani.

Per *Rosetta*, for Yokohama from Hongkong, Mr. and Mrs. Milner, Misses Milner (2); from London, Capt. F. Marshall, and Major A. Churchill; from Bombay, Miss Eltzholtz.

Per *Thales*, for Foochow, Messrs. E. Langlois and Kovalsky.

Per *Sachsen*, for Shanghai from Antwerp, Mrs. W. S. Ferguson; from Southampton, Mr. C. F. Johnston, Messrs. S. D. Irvine, Burt, Pollock, and Mrs. Broad; from Genoa, Dr. Gelpcke, Messrs. F. Urbig, D. Buchdrucker, Otten, Detring, Hansen, Vorschulte, Kreyer, Behre, Pepe, and Braun; from Bremen, Messrs. Muller and J. Gutemay; from Hongkong, Mrs. Munese and child, Mr. Fortassessor, Mrs. F. Place da Silva and children, Mr. W. A. Kallaghan, Lieut. C. H. Nugent, Mr. F. H. Burt, and Mrs. F. M. Wills.

Per *Hohenzollern*, for Yokohama from Bremen, Messrs. N. Sorokoumow-ky and F. Ellon; from Southampton, Mr. E. Heidenheimer; from Antwerp, Mr. W. Bredow; from Naples, Mr. Castendyk; from Colombo, Mr. Levy; for Hyogo from Genoa, Messrs. Runge and D. Rieloff; for Kobe from Hongkong, Mr. J. H. Logan.

Per *Hailan*, for Hoihow, Dr. and Mrs. Hill and family.

Per *Arratoon Apear*, for Singapore, Mrs. Wong Ngar, Messrs. Yee Yat Fan and E. Rosel; for Calcutta, Messrs. Montgomery and Wang, Mr. and Mrs. Lindsay, Mrs. Bridge, Mr. and Mrs. Howson.

Per *Inaba Maru*, for Yokohama, Major Osawa, Mr. and Mrs. Lambert, Messrs. J. Jenkins, M. Matsuda, J. Grainger, Lieut. K. Kamimura, Messrs. J. Dickman and Y. Todareki.

SHIPPING IN PORT

HONGKONG.

STEAMERS.

Activ, Danish steamer, 426, Petersen, June 2, Arnhold, Karberg & Co
 Arizona, British str., 3,355, Pantor, May 14, Dodwell, Carlill & Co
 Aztec, Hawaiian str., 3538, Trask, May 23, O. & O. S. S. Co
 Bellerophon, British str., 1,318, Peters, June 3, Butterfield & Swire
 Bengloe, British str., 1,933, Thomson, May 24, Gibb, Livingston & Co
 Benvenue, British str., 1,467, Sarchet, June 1, Gibb, Livingston & Co
 Bombay, British str., 2,047, Souder, May 31, P. & O. S. N. Co

Braemar, British str., 2,316, Porter, June 1, Dodwell, Carlill & Co
 Butuan, Spanish str., 328, Madriago, Feb. 15, Brandao & Co
 Bygdo, Norwegian str., 775, Brekke, May 31, Chinese
 Candia, British str., 4,195, Wright, May 20, P. & O. S. N. Co
 Castle Ventry, British str., 1,915, Horsfield, May 17, Order
 Cheangchow, British str., 1,213, Webb, May 28, Chinese
 Chelydra, British str., 1,574, Davies, June 3, Jardine, Matheson & Co
 Chiyoda Maru Jap. str., 1,445, Yokoyama, May 31, Order
 City of Rio de Janeiro, Amr. str., 3,159, Ward, May 31, P. M. S. S. Co
 Daphne, German str., 1,271, Nissen, June 1, Siemssen & Co
 Dolly, German str., 3,200, Christiansen, May 31, Siemssen & Co
 Donar, German steamer, 1,201, Ahrens, June 2, Chinese
 Empress of China, British str., 3,003, Pybus, May 31, C. P. R. Co
 Fushun, Chinese str., 1,504, Lunt, June 3, C. M. S. N. Co
 Germania, German str., 1,714, Moller, May 28, Jepsen & Co
 Haitan, British str., 1,183, Hall, June 3, Douglas Lapraik & Co
 Holstein, German steamer, 985, Ipland, April 6, Jepsen & Co
 Isidoro Pons, Spanish str., 525, Roses, April 14, Order
 Laos, French steamer, 2,331, Flandin, June 2, Messageries Maritimes
 Lombard, British str., 1,658, Raison, June 3, Dodwell, Carlill & Co
 Niobe, German steamer, 1,000, Pfaff, June 2, Siemssen & Co
 Orange Prince, Brit. str., 1,140, Penrice, June 3, Meyer & Co
 Pathan, British steamer, 1,762, Day, May 29, Dodwell, Carlill & Co
 Peiyang, German str., 953, R. Kohler, June 3, Siemssen & Co
 Sanuki Maru, Jap. str., 3,672, Townsend, May 31, Order
 Sendai Maru, Jap. str., 1,064, Olsen, June 3, Nippon Yusen Kaisha
 Siam, British steamer, 292, Messer, June 1, Bradley & Co
 Taicheong, German str., 828, Ahrens, June 2, Meyer & Co
 Taiyuan, British str., 1,459, Nelson, June 2, Butterfield & Swire
 Tritos, German steamer, 1,300, Dinse, May 31, Siemssen & Co
 Tainan, British steamer, 1,546, Ramsay, May 19, Butterfield & Swire
 Ulysses, British steamer, 2,281, Brown, June 3, Butterfield & Swire
 Urania, British steamer, 1,703, Kent, May 24, Order
 Wakasa Maru, Jap. str., 3,885, McMillan, June 3, N. Y. Kaisha

SAILING VESSELS.

E. C. Mowatt, Amr. bark, 1,026, Mowatt, May 15, Arnhold, Karberg & Co
 Ebenezer, Ger. ship, 1,699, Schumacher, May 20, Order
 Great Admiral, Amr. ship, 1,401, Sterling, May 4, Master
 Hawthorn Bank, British bark, 1,288, Greig, May 20, Standard Oil Co
 Imberhorue, British ship, 1,997, Lever, April 7, Shewan, Tomes & Co
 John Baizley, Amr. sch., 445, Wohll, Mar. 20, Order
 Mariana Woodside, British bark, 1,478, Russell, Ray & Co
 Rose, British barque, 789, Garriok, May 29, Order
 St. David, Amr. ship, 1,479, Lyons, April 23, Siemssen & Co
 Samar, American bark, 1,032, Forbes, May 20, Order
 State of Maine, Amr. ship, 1,467, Curtis, May 12, Standard Oil Co
 Tam O'Shanter, Amr. ship, 1,432, Ballard, April 14, Standard Oil Co

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